

Counselling and the Therapeutic Process

Therapy and counselling are a collaborative process, where the counselee seeks to improve wellbeing and/or functioning with the assistance of a licensed mental health professional. The licensed professional utilizes their education and experience; however, the ultimate responsibility for improved functioning and wellbeing rests with the client(s). In addition, wellbeing and functioning are products of a wide range of factors that may be outside the influence of counselling and/or therapy. For these reasons, the outcomes of counselling and/or therapy cannot be completely guaranteed.

The benefits of counselling include but are not limited to personal growth through goal achievement, development of coping strategies, increased self-awareness, and improvements in interpersonal relationships. However, risks of counselling include but are not limited to recalling unpleasant events which may lead to strong and/or unexpected changes in feelings, thoughts, and mood. Your counsellor will work with you to minimize the risks of counselling and maximize the benefits of counselling; however, it is important that you are informed about the risks of counselling and/or therapy.

It is encouraged that the client presents to their therapist any questions or concerns regarding their particular therapeutic approach and treatment plan.

The content of all therapy sessions is considered to be strictly confidential. Both verbal information and written records about a client cannot be divulged by your counsellor to be shared with any other party without the written consent of the client or the client's legal guardian. At any time, you have the right to withhold or withdraw consent, or place conditions on the disclosure of your information.

As per standards of the Social Work profession and the Ontario College of Social Workers and Social Service Workers, Toronto Wellness Counselling collects the following information: name, address, email address, phone numbers, date of birth, other contact information, names and contact information of others who are significant to your situation (family members, physicians, and other professionals).

Toronto Wellness Counselling also collects information pertaining to their work and actions in this regard, any correspondence sent or received, any consents or other documents that were signed, copies of papers the client has provided and other documentation particular to the nature of our involvement. Information necessary for billing purposes which may include information about the clients Insurance/Benefit Program and their standards, information about other third-party payers, copies of all receipts given to you including copies of electronic payments, copies of invoices and billing records and information related to the scheduling of appointments with you.

There are exceptional situations where we are ethically, professionally, and/or legally required to share information about you and/or your situation without your written consent. These situations include the following:

1. If the therapist/counsellor has information about the abuse or risk of abuse and/or neglect to a child (a child is a person who is, or appears to be, under the age of 16 years. It also applies to children subject to a child protection order who are 16 and 17 years old), then the therapist/counsellor must report this information to the appropriate authorities. Abuse includes but is not limited to physical violence, sexual violence, emotional violence, and/or neglect.
2. If the therapist/counsellor has concern about any risk that the client may harm another person or themselves then the therapist/counsellor is obligated to ensure the clients safety and the safety of others by informing the appropriate services and/or individuals.
3. If the therapist/counsellor is compelled by law to release information, such as receiving a subpoena to court.
4. When disclosure is required to receive professional or legal consultation.
5. If the therapist/counsellor must defend a complaint filed with the Ontario College of Social Workers and Social Service Workers or any other court action.

These exceptions to confidentiality are rare; however, it is important that the client is aware of the possibility of these confidentiality exceptions. Additionally, to assist in providing our clients with the highest quality of service, we may also share pertinent anonymous information within the confidential space of individual, group, and peer supervision and/or consultation. Please keep in mind that all identifying information will remain strictly confidential during supervision and/or consultation.

Toronto Wellness Counselling utilizes Personal Information Protection and Electronic Document Act, 2004 (PIPEDA) and the Personal Health Information Protection Act, 2004 (PHIPA) compliant electronic records for storing your information. The clients file contains all the personal information about them and their situation with the exception of copies of billing information such as receipts and electronic payments. Their file is only stored on highly secure encrypted devices.

Any rough paper notes collected in session are cross-cut shredded and disposed of by your therapist/counsellor after completing the electronic record. Your file is maintained according to regulations set by our profession and the Ontario College of Social Workers and Social Service Workers and in accordance with other legal requirements. In the event of incapacity or death of your therapist/counsellor, a designated social worker would have some access to your information in order to assist you in a transfer to another therapist or to maintain the file according to legal and regulatory standards. This Social Worker would also be a member of the College of Social Workers and Social Service Workers and would be required to adhere to the same professional standards as your therapist/counsellor.

We will ensure the security and preservation of client records for a period of 7 years after the last date of service provided. Clients have the right to request to see any personal information that is collected about them or their situation. Clients have the right to review their clinical file. The therapist/counsellor will assist the client to understand all of what has been written in their file. If the client believes that some information is incorrect, they may request that the information be changed. The therapist/counsellor will then correct this information with any third parties who may have been given the wrong information. If the client wishes to view their file or if they have any concerns about the privacy of their information, they are encouraged to contact their therapist/counsellor.

Crisis/Emergency Policy

Please note that our service does not provide emergency or crisis support. In the event of crisis, emergencies, or the need for immediate emotional support, please contact a Mental Health Crisis line, call 911, or go to your nearest emergency room. Individuals experiencing or witnessing a mental health crisis can access the Toronto Community Crisis Service by calling 211 or 911, or can contact the Toronto Distress Centres at 416 408-4357. Please note, e-mails are not checked regularly, and are not responded to immediately, so these methods should not be used if there is an emergency.

Electronic Communication Policy 1 of 2

Email Communications

Toronto Wellness Counselling uses email communication only with your permission, and it is primarily used for administrative purposes. E-mail is also a well utilized tool by your therapist/counsellor for the purpose of sharing resources, next steps, and follow ups pertaining to your wellness journey. However, please do not email the therapist/counsellor about clinical matters, if the client needs to discuss a clinical matter, they are encouraged to email to set-up an earlier appointment. Toronto Wellness Counselling will attempt to respond within 24 hours except on weekends or holidays. If you are unable to reach Toronto Wellness Counselling and feel that you cannot wait for someone to return your call, contact your family physician or the nearest emergency room (please review our emergency/ crisis policy above).

Toronto Wellness Counselling therapists will occasionally communicate with you through email. You are solely responsible for the security of emails that you send and receive. Toronto Wellness Counselling therapists/counsellors are not responsible for any breach of privacy, confidentiality or security of emails that you send and receive.

Text Messaging

Regular text messaging is a very unsecure mode of communication and it is not a commonly used method of communication with clients.

Social Media

Toronto Wellness Counselling uses a third party company for social media management, therefore Instagram, Twitter or Facebook are not confidential or reliable sources of contact. If you have an online presence, there is a possibility that you may encounter your therapist/counsellor. If that occurs, please discuss it with them during our time together. Any communications with clients online can have a high potential to compromise the professional relationship. In addition, please do not try to contact your therapist/counsellor. They will not respond and will terminate any online contact immediately.

Electronic Communication Policy 2 of 2

Internet

Toronto Wellness Counselling has a website (www.torontowellnesscounselling.com) that you are free to access. It is used to share information about the services provided, the therapists/counsellors available and other resources.

It has become common for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of any professional with whom you are working, please share it with the therapist/counsellor so we can discuss it and its potential impact on your therapy.

Toronto Wellness Counselling has legal and ethical responsibility to make our best efforts to protect all communications that are a part of our online counselling. However, the nature of electronic communications technologies is such that it cannot be guaranteed that communications will be kept confidential, or that other people may not gain access to our communications.

Toronto Wellness Counselling will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. Clients should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for online counselling sessions and having passwords to protect the device you use for online counselling). The extent of confidentiality and the exceptions to confidentiality that were outlined for in-person counselling still apply in online counselling. Please let your therapist/counsellor know if you have any questions about exceptions to confidentiality.

Toronto Wellness Counselling has been highly selective in choosing a private and confidential video conferencing service that has an encrypted connection and is both PHIPA (Personal Health Information Protection Act) and HIPAA (Health Insurance Portability and Accountability Act of 1996) compliant. However, it is important that clients are aware of the unique benefits and risks of online counselling and/or therapy.

Benefits and Risks of Online Counselling

Online counselling refers to providing counselling and/or therapy services remotely using telecommunications technologies, such as video conferencing. One of the benefits of online counselling is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Online counselling, however, requires technical competence on both our parts to be helpful. Although there are benefits of online counselling, there are some differences between in-person therapy and online counselling, as well as some risks. For example:

- **Risks to confidentiality**

Because online counselling sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. The therapist/counsellor will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

- **Issues related to technology**

There are many ways that technology issues might impact online counselling. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies. Additionally, you may have to have certain computer or cell phone systems to use online counselling services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in online counselling.

- **Crisis management and intervention**

Toronto Wellness Counselling only provides virtual counselling at this time. Before engaging in online counselling, please review our crisis/ emergency policy.

- **Efficacy**

Most research shows that online counselling is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

- **Online Recording**

The online counselling sessions shall not be recorded in any way unless agreed to in writing with mutual consent. The therapist/counsellor will keep record of the sessions as discussed in confidentiality policy.

Emergencies and Technology

In the event that the client is experiencing an emergency and requires the therapist/counsellor to contact emergency services, it is imperative that the therapist/counsellor knows the physical location of the client prior to the start of the session. If the client is at an address other than the one listed on file, it is the clients responsibility to inform the counsellor.

Additionally, Toronto Wellness Counselling asks that emergency contact information be provided prior to starting treatment. The emergency contact will only be contacted after emergency services have been called in order to inform them that an incident has taken place. Please ensure the contact provided is someone you want involved in the event of an emergency, and that they are aware they are being listed.

By providing their information you are giving Toronto Wellness Counselling consent to contact them only in the event of an emergency requiring involvement of emergency services.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, access the Toronto Community Crisis Service by calling 211, contact the Toronto Distress Centres at 416 408-4357, or go to your nearest emergency room. Contact me after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the online counselling platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then email me and we will make appropriate arrangements.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Financial Disclosure

In compliance with ethics and standards, it is required to disclose all billing and financial matters regarding your treatment. As a client of Toronto Wellness Counselling you understand:

At the end of each session, the counsellor will use the online payment tool to bill the client at the agreed upon rate and issue a receipt.

- Your fees will be discussed with you during the initial consultation as fees vary according to the time and nature of the service involved.
- The fee is set on a fee-for-service basis and the hourly rate is determined by the therapist/counsellor. A therapeutic hour is considered 50 minutes.
- We accept payment via e-transfer, or credit card (Visa, Master Card, Amex).
- 100% of the session fee is charged for missed appointments or cancellations with less than 24 hours notice unless it is due to illness or an emergency. An invoice will be sent to clients who do not show up for or cancel an appointment.
- If you need to contact your counsellor between sessions during the course of therapy, emails will be picked up periodically throughout the day.
- The cost of providing written reports to a third party will be negotiated prior to the report being prepared.
- Receipts will be provided for income tax purposes if applicable.

Insurance Reimbursement

Some Insurance or other managed care providers may not cover sessions that are conducted via telecommunication or online. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic therapy sessions, you will be solely responsible for the entire fee of the session.

Please contact your insurance company prior to our engaging in online counselling sessions in order to determine whether these sessions will be covered. Toronto Wellness Counselling can provide you with a quote prior to your first session for insurance purposes.

- Psychological services are not covered by provincial O.H.I.P., but are often partially or fully covered by extended insurance plans. Various plans differ when covering counselling via Registered Social Worker & Psychotherapists, so please contact your specific provider for coverage details and claim procedures.
- You are fully responsible for all aspects of extended health care, and/ or forms of financial reimbursement made available to you.
- Some insurers require a formal referral from a physician in order to provide coverage. Please check with your plan.
- Receipts will be provided for insurance purposes if applicable. Please feel free to discuss any questions or concerns you may have regarding the financial aspect of your counselling services.

Informed Consent to Treatment Agreement

Therapists at Toronto Wellness Counselling believe it is important to have the clients informed consent before beginning therapy and/or counselling. Please review the following policies in order to provide us with your informed consent.

- Counselling and Therapeutic Process
- Confidentiality Policy
- Crisis/Emergency Policy
- Electronic Communication Policy
- Online Counselling - Risks & Benefits
- Emergencies and Technology
- Financial Disclosure
- Insurance Reimbursement

Please read the referenced documents carefully and let your therapist/counsellor know if you have any questions. When you sign this document, it will represent an agreement between you and Toronto Wellness Counselling. Consent must be given voluntarily and knowingly. You have the right to change your mind and withdraw informed consent at any time.

I have read and fully understand the information contained in the referenced policies. Any and all questions I have regarding the contents of this document have been answered to my satisfaction and I would like to proceed with individual therapy/counselling.

Emergency Contact Full Name & Number: _____

Client First Name : _____ Practitioner First Name : _____

Client Last Name : _____ Practitioner Last Name : _____

Client Signature : _____ Practitioner Signature. : _____