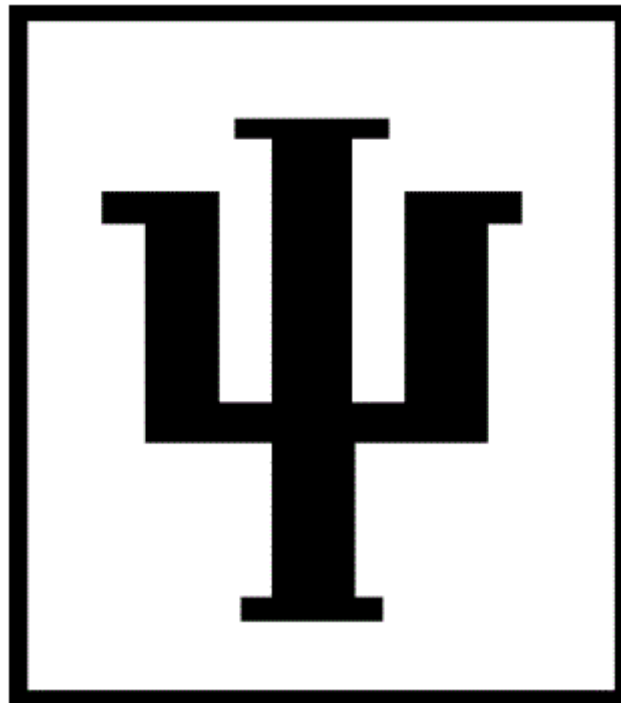


THE COLLEGE OF PSYCHOLOGISTS OF ONTARIO

STANDARDS OF PROFESSIONAL CONDUCT

Draft for Consultation

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110 Eglinton Avenue West, Suite 500
Toronto, Ontario M4R 1A3
Tel: (416) 961-8817 · (800) 489-8388 · Fax: (416) 961-2635
e-mail: cpo@cpo.on.ca website: www.cpo.on.ca

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TABLE OF CONTENTS

APPLICABILITY AND DEFINITIONS

- 1. Acceptance of Regulatory Authority of the College**
 - 1.1 Compliance with College Authority
 - 1.2 Responding to a College Request
 - 1.3 Agreements with the College
 - 1.4 Participation in Quality Assurance
 - 1.5 Provision of Regulatory Information to Clients
- 2. Compliance with Statutes and Regulations Relevant to the Provision of Psychological Services**
 - 2.1 General Conduct
- 3. Meeting Client Needs**
 - 3.1 Responsibility for Psychological Services
 - 3.1.1 Private Practice Settings
 - 3.1.2 Employment Settings
 - 3.2 Clarification of Confidentiality and Professional Responsibility to Individual Clients and to Organizations
 - 3.3 Potential Conflict between the Needs of Individuals Clients and those of Corporate Clients
- 4. Supervision**
 - 4.1 Responsibility of Supervised Psychological Services Provider
 - 4.1.1 All Supervision
 - 4.1.2 Supervision of Supervised Practice Members
 - 4.1.3 Supervision of Non Members
 - 4.1.4 Supervision of Autonomous Practice Members of the College
 - 4.1.5 Members Providing Non-Supervisory Guidance and Other Services
 - 4.2 Informing Clients
 - 4.3 Controlled Acts
 - 4.3.1 Supervision of Members Holding Certificates Authorizing Supervised Practice and Other Individuals who are in the Course of Fulfilling the Requirements of become a Member of the College
 - 4.3.2 Supervision of Non-Member Providers who are not authorized to perform the controlled act of communicating a diagnosis
- 5. Competence**
 - 5.1 Practicing Within Boundaries of Competence
 - 5.2 Changing/Expanding Areas of Competence
- 6. Representation of Services**
 - 6.1 Presentation of Qualifications
 - 6.2 Accuracy of Public Statements
 - 6.3 Promotion of Professional Practice
 - 6.4 Public Announcements
 - 6.5 Compensation for Publicity
 - 6.6 Provision of Information to the Public
- 7. Consent to Services**

- 7.1 Limits of Confidentiality
- 7.2 Obtaining Consent
- 8. Privacy of Personal Information and Personal Health Information**
 - 8.1 Collection, Use and Disclosure
 - 8.2 Access by Client or Client's Authorized Representative
- 9. Records and Record Keeping**
 - 9.1 General Conditions
 - 9.1.2 Members Responsible for Supervising Both Supervised Practice Members and Non Members
 - 9.1.3 Use of Technology in Maintaining Records, for example, Electronic Record Keeping
 - 9.2 Individual Client Records
 - 9.3 Corporate Client Records
 - 9.4 Retention of Records
 - 9.5 Billing Records
 - 9.6 Security of Client Records
 - 9.6.1 Storage
 - 9.6.2 Transmission and Disclosure
 - 9.7 Client Records in a Common Filing System
 - 9.8 Client Records of Members Who Cease to Provide Psychological Services
 - 9.8.1 In Private Practice Settings
 - 9.8.2 In Employment Settings
- 10. Assessment and Intervention**
 - 10.1 Familiarity with Tests and techniques
 - 10.2 Familiarity with Interventions
 - 10.3 Rendering Opinions
 - 10.3.1 Review Without Evaluation
 - 10.4 Identification of limits of Certainty
 - 10.4.1 Documentation of Sources of Data
 - 10.5 Freedom from Bias
 - 10.6 Clarity of Communication
 - 10.7 Use of Computer-Generated Reports
 - 10.8 Protection of Test Security
- 11. Fees/Contract for Services**
 - 11.1 Fees and Billing Arrangements
 - 11.2 Ancillary Charges
 - 11.2.1 Interest and Missed Appointments
 - 11.2.2 Administrative Fees
 - 11.3 Collection of Unpaid Fees
 - 11.4 Retainers
- 12. Impairment**
 - 12.1 Impairment Due to Health Factors
- 13. Professional Objectivity**
 - 13.1 Compromised Objectivity, Competence or Effectiveness Due to Relational Factors
 - 13.2 Compromised Objectivity, Competence or Effectiveness Due to Other Factors
 - 13.3 Avoidance of Undue Influence on Clients
 - 13.4 Avoidance of Exploitation

13.5 Relations with Current or Former Clients

13.6 Gifts from Clients

14. Harassment and Sexual Relationships

14.1 Sexual Harassment

14.2 Other Forms of Harassment

14.3 Sexual Relationships with Students and Psychology
Interns, Psychology Trainees and Supervisees

**15 Use of Technology in the Provision of
Psychological Services**

15.1 Registration in Home Jurisdiction

15.2 Services Outside of Home Jurisdiction

15.3 Complaints

15.4 Familiarity with Jurisprudence

15.5 Liability Insurance

15.6 Competence in Use of Technology

15.7 Privacy

15.8 Technological Failure

PRACTICAL APPLICATIONS have been developed to provide clarity and guidance for some Standards. The Practical Applications can be accessed by following the link following the Standard to which they apply.

APPLICABILITY

For the purposes of Ontario Regulation 801/93 Professional Misconduct, section 1.2., these Standards are to be considered “standards of the profession”.

DEFINITIONS

The College refers to the College of Psychologists of Ontario.

Member refers to an individual psychologist or psychological associate registered by the College of Psychologists of Ontario.

Psychological services refer to services of a psychological nature that are provided by or under the supervision of a member. Psychological services include, but are not limited to, one or more of the following:

- a. Evaluation, diagnosis and assessment of individuals and groups
- b. Interventions with individuals and groups
- c. Consultation
- d. Program development and evaluation
- e. Supervision
- f. Research
- g. Education and training
- h. Scholarly activities
- i. Administration

Client means an entity receiving psychological services, regardless of who has arranged or paid for those services. An Individual Client is the recipient of psychological services where the services are directed towards a person, couple, family or other group of individuals. A Corporate Client is an organization, such as a business, community or government that receives services that are directed primarily at the organization, rather than to the individuals associated with that organization.

Public Statements include but are not limited to: paid or unpaid advertising, grant and credentialing applications, brochures, printed matter, directory listings, personal resumes or curricula vitae, comments for use in media including print and electronic transmission, statements in legal proceedings and contained in the public record, lectures and public presentations, and published materials.

Psychological Records are deemed to include all forms of information collected in relation to the provision of psychological services, regardless of the nature of the storage medium.

“Best efforts” means taking, in good faith, all steps that a member would take in the circumstances to achieve the objective and carry the process to its logical conclusion.

“Reasonable Efforts” means efforts that a member would take in the circumstances, depending on the facts of particular case and the level of risk that would result from inaction, and do not require undue hardship.

Note: Capitalized terms not defined in these Standards shall have the meaning ascribed to them in the *Psychology Act, 1991*, the regulations made thereunder, and/or the bylaws of the College.

1. Acceptance of Regulatory Authority of the College

1.1 Compliance with College Authority

A member of the College shall comply with the regulatory authority of the College.

1.2 Responding to a College Request

When requested by the College, a member shall promptly provide an account of his/her activities, responsibilities and functions. When employed by an institution or other non-member, the member shall also provide a description of the organization and the types of services that the organization provides.

1.3 Agreements with the College

A member shall adhere to any undertaking or agreement that the member has made with the College.

1.4 Participation in Quality Assurance

A member shall participate fully in all mandatory aspects of the College's Quality Assurance Program.

1.5 Provision of Regulatory Information to Clients

If requested by a client, a member shall provide information regarding the mandate, function, location and contact information of the College, and provide information about where the client can obtain:

- a) the statutes and regulations that govern the provision of psychological services; and
- b) the College's standards, guidelines, and codes of ethics.

2. Compliance with Statutes and Regulations Relevant to the Provision of Psychological Services

2.1 General Conduct

A member shall conduct himself/herself so that his/her activities and/or those conducted under his/her direction comply with those statutes and regulations that apply to the provision of psychological services.

3. Meeting Client Needs

3.1 Responsibility for Psychological Services

3.1.1 Private Practice Settings

A member, whether working individually, in partnership or as a shareholder of a psychological corporation, shall assume responsibility for the planning, delivery, supervision and billing practices of all the psychological services he/she provides to a client.

3.1.2 Employment Settings

A member shall assume responsibility for the planning, delivery, and supervision of all the psychological services he/she provides to a client. Members working as employees shall make reasonable efforts to ensure that their work setting adheres to the Standards of Professional Conduct in the planning, delivery, supervision and billing practices of all psychological services provided.

3.2 Clarification of Confidentiality and Professional Responsibility to Individual Clients and to Organizations

In situations in which more than one party has an appropriate interest in the psychological services rendered by the member to a client or clients, the member shall, to the extent possible, clarify to all parties prior to rendering the services the dimensions of confidentiality and professional responsibility that shall pertain in the rendering of services. The provision of psychological services on behalf of a corporate client does not diminish a member's obligations and professional responsibilities to the individual client.

4. Supervision

4.1 Responsibility of Supervisors of Psychological Service Providers

Members shall assume responsibility and accountability for the actions and services of all supervised providers of psychological services who are not authorized by the College to provide those services autonomously. Supervisors must be authorized to provide the relevant services with the relevant populations. This includes but is not limited to supervisees who are employees, students, trainees, and members holding certificates of registration authorizing supervised practice, and service providers who are not members. Supervisors shall ensure that:

4.1.1 All Supervision:

- a) the supervising member is competent to provide the services undertaken by the supervisee;
- b) the supervising member has assessed the knowledge, skills and competence of the supervisee and provides supervision as appropriate to the knowledge, skills and competence of the supervisee, based on this assessment;
- c) the supervising member will keep a record of supervision activities and contacts between the supervisor and supervisee;
- d) the supervising member will ensure that there is an individual supervision agreement, signed by both supervisor and supervisee, for each supervisory relationship;
- e) the supervising member will not make supervisory arrangements for the sole purpose of facilitating billing and payment for services by a third-party payer;
- f) the supervising member's name, clearly identified as supervising psychologist or supervising psychological associate, and his/her contact information, are clearly identified on all psychological reports and formal correspondence related to psychological services;
- g) the supervising member will ensure that billing and receipts for services are in the name of the supervising member, psychology professional corporation or employer and clearly identify the name of the supervising member and the name, title and qualifications of the supervised service provider.

4.1.2 Supervision of Supervised Practice Members:

In addition to the responsibilities outlined in 4.1.1,

- a) the supervising member, when acting as primary or alternate supervisor for a member holding a certificate authorizing supervised practice, provides reasonable training and mentoring to assist the supervised member in the registration process;
- b) the supervising member co-signs all psychological reports and formal correspondence related to psychological services prepared by supervisees;

4.1.3 Supervision of Non Members:

In addition to the responsibilities outlined in 4.1.1,

- a) the supervising member, when supervising an individual who is not engaged in fulfilling the requirements to become a member of the College, must have a direct supervisory relationship with the supervisee who is the service provider; such a supervisee is not permitted to assign services to or to supervise another provider; and
- b) the supervising member must co-sign all psychological reports and formal correspondence related to psychological services prepared by non-member supervisees;

4.1.4 Supervision of Autonomous Practice Members of the College

- a) All of the requirements under 4.1.1 are applicable to supervisors of Autonomous Practice members who are seeking to provide services outside of their authorized areas of practice and/or client groups, with the exception of g) (billing and receipts) and f) (identification of supervisor on reports and formal correspondence)
- b) Supervisors will approve final drafts of all reports and formal correspondence.

4.1.5 Members Providing Non-Supervisory Guidance and Other Services

Members providing formal, ongoing guidance to individuals who are not members of the College, but are not providing supervision, must have a clear agreement, signed by both parties, ensuring the understanding that the member is not taking on the responsibility for client care and that the person receiving such guidance retains responsibility for individual client care.

4.2 Informing Clients

Supervising Members shall confirm that clients have been informed of the following at the onset of service provision:

- a) the professional status, qualifications, and functions of the individual providing the service, and that all services are reviewed with, and conducted under the supervision of, the supervisor;
- b) the identity of the supervisor and how the supervisor can be contacted;
- c) that meeting with the supervisor can be arranged at the request of the client, supervisor, and/or supervisee; and with respect to the limits of confidentiality, that the supervisor will have access to all relevant information about the client.

4.3 Controlled Acts

Only members of the College may perform the controlled acts which they are legally authorized to perform and members may not permit non- members to perform them under any circumstances except as described in 4.3.1 below.

4.3.1 Members Holding Certificates Authorizing Supervised Practice and Other Individuals who are in the Course of Fulfilling the Requirements to become a Member of the College

Supervising members shall permit only those members holding certificates authorizing supervised practice and other individuals who are in the course of fulfilling the requirements to become a member of the College who demonstrate the knowledge, skills and competencies required to perform the controlled acts. The supervising member shall be responsible for determining the process for the performance of the controlled acts taking into consideration the knowledge, skills and competence of the supervisee.

4.3.2 Supervision of Non-member Providers who are Not Authorized to Perform the Controlled Act of Communicating a Diagnosis

Only the supervising member shall perform the controlled act of communication of a diagnosis, either in person or through 'real time' communication such as by telephone, teleconferencing or videoconferencing.

Please also see Standard 9.1.2 (Record Keeping)

5. Competence

5.1 Practising Within Areas of Competence

A member shall only provide services within their authorized areas of practice and with their authorized client populations, and then only when competent to provide those particular services.

A member wishing to provide services that are beyond their competence but are within their authorized areas of practice and with their authorized client populations may only do so under the professional guidance of a member who is authorized and competent to provide the services being delivered.

5.2 Changing/Expanding Areas of Competence

A member planning to change or expand his/her professional practice to include a new area, client group or activity, beyond the member's existing authorized area of practice and/or client group, shall inform the College, undertake appropriate training, education and supervision, and satisfy any other formal requirements specified by the College.

A member wishing to provide services outside of his/her authorized areas of practice or his/her authorized populations shall do so only under supervision.

6. Representation of Services

6.1 Presentation of Qualifications

In the presentation of his/her qualifications, a member shall conform to the following practices:

- a) a member shall show his/her registration certificate to a client upon request;
- b) a member shall represent himself/herself to the public as a member of the College by the use of the title Psychologist or Psychological Associate. This may be abbreviated to C. Psych. or C.

- Psych. Assoc., or a member may indicate that he/she is a “Member of the College of Psychologists of Ontario”;
- c) any of the following applicable limitations shall immediately follow a member’s title: “Supervised Practice”, “Retired” or “Inactive”
 - d) the highest academic degree upon which registration is based shall immediately precede the professional title;
 - e) only where a member has been registered as a Psychologist on the basis of a doctoral degree, may the member use the title “Doctor” or a variation, abbreviation or equivalent in another language in the course of providing or offering to provide, psychological services;
 - f) clarification of area of psychological practice may be made by the addition of a qualifier either to the title Psychologist or Psychological Associate (e.g., Clinical Psychological Associate, Clinical Neuropsychologist) or by citing one or more areas of practice (e.g., practice in school psychology, practice limited to school psychology). The qualifier or citation must be consistent with one or more of the areas of practice in the registration guidelines;
 - g) other degrees or professional titles, such as MBA, P.Eng., shall be specified when the area of study is relevant to the member’s psychological practice;
 - h) a member shall not qualify his/her title by citing membership in professional associations (e.g., OPA, OAPA, CPA, APA, CRHSP); and
 - i) a member may qualify his/her title by citing a credential relevant to the practice of psychology in Ontario and issued by a recognized professional credentialing body where that organization conducts a formal written or oral examination of each applicant’s knowledge, skills and qualifications.

6.2 Accuracy of Public Statements

A member shall not knowingly make public statements that are false, misleading or fraudulent, concerning his/her psychological services or professional activities or those of persons or organizations with which he/she is affiliated. Accordingly, a member shall not misrepresent directly or by implication his/her professional qualifications such as education, experience, or areas of competence. Moreover, a member shall not misrepresent his/her qualifications by listing or displaying any affiliations with an organization that might be construed as implying the sponsorship or certification of that organization. A member may list or display an affiliation only if such sponsorship or certification does, in fact, exist.

6.3 Promotion of Professional Practice

A paid advertisement shall be identified, or be clearly recognizable, as an advertisement. Members who engage others to create or place advertisements or public statements that promote their professional practice, products, or activities retain professional responsibility for such statements.

6.4 Public Announcements

Public announcements of psychological services and fees must be offered in the name of an autonomous practice member of the College.

6.5 Compensation for Publicity

A member shall not compensate a representative of the media, in any way, in return for free publicity.

6.6 Provision of Information to the Public

A member who provides information, advice or comment to the public via any medium shall take precautions to ensure that:

- a) the statements are accurate and supportable based on current professional literature or research;

- b) the statements are consistent with the professional standards, policies and ethics currently adopted by the College; and
- c) it might reasonably be expected that the individual member of the public receiving this information understands that these statements are for information only, that a professional relationship has not been established and that there is no intent to provide professional services to the individual.

7. Consent to Services

7.1 Limits of Confidentiality

At the onset of the provision of psychological services, or at the earliest reasonable opportunity, a member shall be responsible for informing clients of the limits of confidentiality maintained by the member and anyone he/she may supervise.

7.2 Obtaining Consent

A member shall obtain informed consent with respect to the delivery of all psychological services unless otherwise permitted or required by law.

8. Privacy of Personal Information and Personal Health Information

8.1 Collection, Use and Disclosure

A member shall obtain consent with respect to the collection, use and disclosure of personal information and personal health information in a manner required by legislation applicable to the relevant service.

8.2 Access by Client or Client's Authorized Representative

A member shall provide access by an individual and or his/her authorized representative to that person's personal information and personal health information contained in the relevant records unless prohibited by law or the member is otherwise permitted to refuse access.

9. Records and Record Keeping

9.1 General Conditions

A member shall make best efforts to ensure that the member's records are complete and accessible; this applies whether the record is kept in a single file or in several files and whether the record is housed in one location or at several locations.

If a member is supervising psychological services provided by a psychology intern, trainee, member holding a certificate for supervised practice or any other unregulated or regulated service provider who is not an autonomous practice member of the College, the client is the supervisor's. Therefore the member is responsible for the protection and retention of all individual client records.

9.1.2 Members Responsible for Supervising Supervised Practice Members and Non Members

Members supervising Supervised Practice Members and Non- Members are responsible for the security, accessibility, maintenance and retention of records.

9.1.3 Use of Technology in Maintaining Records, for example, Electronic Record Keeping

Members are required to ensure the security of records kept in an electronic form and are required to maintain current knowledge of the risks and associated risk mitigation strategies and to apply this knowledge to all technologies they may use to ensure that all records are secure and accessible to the member for the required retention period.

9.2 Individual Client Records

(1) A member shall keep a record related to the psychological services provided by the member for each client who has engaged the member to provide psychological services, or for whom such services have been authorized; and

(2) The record shall include the following:

- a) the client's name(s), address(es) and (if available) telephone number(s), as well as any other identifying information needed to distinguish the client from other clients;
- b) the client's date of birth;
- c) the date of every relevant and material contact between the member and the client;
- d) the date of every material consultation, either given or received by the member, regarding service to the client;
- e) a description of any presenting problem and of any history relevant to the problem;
- f) relevant information about every material service activity related to the client that is carried out by the member or under the responsibility of the member, including, but not limited to: assessment procedures; resulting assessment findings; diagnoses; goals or plans of service developed; reviews of progress on the goals and/or of the continued relevance of the plan of service; activities related to crises or critical incidents; and interventions carried out or advice given;
- g) relevant information about every material service activity that was commenced but not completed, including reasons for the non-completion;
- h) relevant information about every controlled act, within the meaning of Section 4 of the Psychology Act, 1991 and subsection 27(2) of the Regulated Health Professions Act, 1991, and the regulations under both statutes, performed by the member;
- i) all reports or correspondence about the client, received by the member, which are relevant and material to the member's service to the client; members may choose to return information that is not relevant or material to the member's service to the party that provided the information;
- j) all reports and communications prepared by the member regarding the client;
- k) a copy of every written consent and/or documentation of the process of obtaining verbal consent related to the member's service to the client; and
- l) relevant information about every referral of the client, by the member, to another professional.

(3) All information recorded and/or compiled about an individual client shall be identifiable as pertaining to that particular client.

(4) All information recorded and/or compiled shall be dated and the identity of the person who made the entry shall be identifiable.

(5) Despite the requirements of Section 3, members are not required to retain personally identifiable information on persons receiving prevention, public education, group training, emergency or post emergency group services, or group screening services.

9.3 Corporate Client Records

- (1) A member shall keep a record related to the services provided to each corporate client.
- (2) The record shall include the following:
 - a) the name and contact information of the corporate client;
 - b) the name(s) and title(s) of the person(s) who can release confidential information about the corporate client;
 - c) the date and nature of each material service provided to the corporate client;
 - d) a copy of all agreements and correspondence with the corporate client; and
 - e) a copy of each report that is prepared for the corporate client.

9.4 Retention of Records

Unless otherwise required by law:

- (1) The individual client record shall be retained for at least:
 - a) ten years following the client's last relevant clinical contact; or
 - b) if the client was less than eighteen years of age at the time of his/her last relevant clinical contact, ten years following the day the client became or would have become eighteen.
- (2) The corporate client record shall be retained for at least ten years following the corporate client's last contact. If the corporate client has been receiving service for more than ten years, information that is more than ten years old may be destroyed if the information is not relevant to services currently being provided to the client.

9.5 Billing Records

A record of fees charged to and received from clients shall contain the following information: the payor, the recipient of psychological services, service provider(s), date, nature, and unit fee of the service; the total charged; the payment received; and, the date of payment. Such records shall be maintained on the same retention schedule as the individual or corporate client record.

9.6 Security of Client Records

9.6.1 Storage

A member shall make reasonable efforts to ensure that client records are secure and protected from loss, tampering or unauthorized use or access.

9.6.2 Transmission and Disclosure

A member shall make reasonable efforts to ensure that the disclosure or transmission of information protects the privacy of the client record.

9.7 Client Records in a Common Filing System

A member shall exercise appropriate care when placing information in a common record in an effort to ensure that his/her reports and recommendations are not misunderstood or misused by others who may have access to the file.

9.8 Client Records of Members Who Cease to Provide Psychological Services

9.8.1 In Private Practice Settings

- (1) A member who plans to or ceases to provide psychological services shall:
 - a) take ongoing responsibility for the maintenance and security of client records or make arrangements for the security and maintenance of client records. Members shall make best efforts to ensure that the designate be a member of the College;
 - b) ensure that former clients have access to the client record for the prescribed retention period; and,
 - c) inform the College of these arrangements prior to ceasing to provide psychological services or at the earliest reasonable opportunity.
- (2) A member in private practice shall make arrangements for the security and maintenance of private practice client records in the event of the member's incapacity or death. The member shall inform the College of these arrangements. Members shall make best efforts to ensure that the designate be a member of the College.

9.8.2 In Employment Settings

- (1) A member who plans to or ceases to provide psychological services shall:
 - a) take reasonable steps to ensure the maintenance and security of client records;
 - b) take reasonable steps to ensure that former clients have access to the client record for the prescribed retention period.

10. Assessment and Intervention

10.1 Familiarity with Tests and Techniques

Members shall be familiar with the standardization, norms, reliability, and validity of any tests and techniques used and with the proper use and application of these tests and techniques.

10.2 Familiarity with Interventions

Members shall be familiar with the evidence for the relevance and utility of the interventions used and with the proper use and application of these interventions.

10.3 Rendering Opinions

A member shall render only those professional opinions that are based on current, reliable, adequate, and appropriate information.

10.3.1 Review Without Evaluation

When, as part of a psychological service, a member conducts a review of a client record and the evaluation of the client is not necessary, the member shall document this and indicate the sources of information used to form his/her opinions.

10.4 Identification of Limits of Certainty

A member shall identify limits to the certainty with which diagnoses, opinions, or predictions can be made about individuals or groups.

10.4.1 Documentation of Sources of Data

In situations in which all reasonable attempts have been made to conduct an evaluation of a client but a complete evaluation is not possible, a member shall ensure that the efforts made to conduct the evaluation and the obstacles encountered are documented. Additionally, a member shall indicate the extent to which the availability of only limited information influenced the certainty of his/her opinion.

10.5 Freedom from Bias

A member shall provide professional opinions that are clear, fair and unbiased. A member shall make reasonable efforts to avoid the appearance of bias.

10.6 Clarity of Communication

A member shall make reasonable efforts to present information in a manner that is likely to be understood by the client.

10.7 Use of Computer-Generated Reports

Computer-generated assessments, reports or statements shall not be substituted for a member's professional opinion.

10.8 Protection of Test Security

A member shall protect the security of tests and respect test copyright. To this end a member shall distinguish between test data and test materials. When reasonable and appropriate, raw data from standardized psychological tests and other test data shall, upon request and with proper authorization, be released to clients and others. Test material, such as test questions and stimuli, manuals, and protocols should not be released.

11. Fees/Contract for Services

11.1 Fees and Billing Arrangements

A member shall reach an agreement with an individual, group or organization concerning the psychological services to be provided, the fees to be charged and the billing arrangements prior to providing psychological services. Any changes in the services to be provided shall be agreed to by the client before service is delivered or fees are changed. Fees shall be based on the amount of time spent and complexity of the services rendered.

11.2 Ancillary Charges

11.2.1. Interest and Missed Appointments

A member may charge:

- a) interest on an overdue account; or

- b) a fee for a missed appointment or late cancellation when prior notice is not given within an agreed upon period of time, provided that the client is informed at the time when billing arrangements are discussed.

11.2.2. Administrative Fees

A member may charge a fee for other services such as:

- a) preparing special reports;
 - b) copying records; or
 - c) completing forms (e.g., Disability Tax Forms, Insurance Forms)
- provided this is discussed prior to the service being undertaken.

11.3 Collection of Unpaid Fees

A member shall inform the client of the intention to use a collection agency or other legal options to collect fees and shall provide an opportunity for payment to be made before doing so.

11.4 Retainers

A member shall not ask a client to prepay for any psychological services including preparation of reports. Funds may be held in trust if agreed to by the client and the member. These trust funds shall only be applied to services rendered and any excess shall be returned to the client following the termination or conclusion of services.

12. Impairment

12.1 Impairment Due to Health Factors

A member shall not undertake or continue to provide psychological services when the member is, or could reasonably be expected to be, impaired due to mental, emotional, physiological, or pharmacological or substance abuse conditions. If such a condition develops after psychological services have been initiated, the member shall discontinue the psychological services in an appropriate manner. The member shall make reasonable efforts to ensure that clients are notified and assisted in obtaining replacement services to ensure continuity of care.

13. Professional Objectivity

13.1 Compromised Objectivity, Competence or Effectiveness Due to Relational Factors

A member shall not undertake or continue to provide psychological services with an individual client when the objectivity, competence or effectiveness of the member is, or could reasonably be expected to be, impaired because of the member's present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative, or legal relationship with the client or a relevant person associated with the client. This prohibition does not apply if the services are delivered to a corporate client and the nature of the professional relationship is neither therapeutic nor vulnerable to exploitation.

13.2 Compromised Objectivity, Competence or Effectiveness Due to Other Factors

A member shall not undertake or continue to provide psychological services when personal, scientific, professional, legal, financial or other interests could reasonably be expected to:

- a) impair his/her objectivity, competence or effectiveness in delivering psychological services; or
- b) expose the client to harm or exploitation.

13.3 Avoidance of Undue Influence on Clients

A member shall not persuade or influence a client to make gifts or contributions of any kind.

13.4 Avoidance of Exploitation

(1) A member shall not use information obtained during the provision of psychological services to directly or indirectly acquire advantage over or exploit the client or to improperly acquire a benefit.

(2) A member shall not exploit persons over whom he/she has supervisory, evaluative or other authority such as clients, students, supervisees, research participants or employees.

13.5 Relations with Current or Former Clients

A member shall not enter or make plans to enter into an intimate or sexual relationship with a current client or a former client where the psychological services were provided within the previous two years. Even after two years, a member shall not enter into an intimate or sexual relationship with a former client when the member knows or reasonably ought to know that the former client may require future service or some other professional involvement specifically from them. This does not apply to relationships with employees of a corporate client unless the psychological service provided to the particular individual was either intended to be therapeutic or the individual is vulnerable to exploitation.

13.6 Gifts from Clients

A member shall not accept a gift of more than token value from a client. In accepting even a small gift, the member must carefully consider the potential clinical implications of this.

14. Harassment and Sexual Relationships

14.1 Sexual Harassment

A member shall not engage in sexual harassment in any professional context. Sexual harassment includes, but is not limited to, any or all of the following:

- a) the use of power or authority in an attempt to coerce another person to engage in or tolerate sexual activity. Such uses include explicit or implicit threats of reprisal for noncompliance or promises of reward for compliance;
- b) engaging in deliberate and/or repeated unsolicited sexually oriented comments, anecdotes, gestures, or touching, where the member knows or ought to know that such behaviours are offensive and unwelcome, or creating an offensive, hostile, or intimidating professional environment; and
- c) engaging in physical or verbal conduct of a sexual nature when such conduct might reasonably be expected to cause harm, insecurity, discomfort, offence, or humiliation to another person or group.

14.2 Other Forms of Harassment

A member shall not engage in any verbal or physical behaviour of a demeaning or harassing nature in any professional context.

14.3 Sexual Relationships with Students and Psychology Interns, Psychology Trainees and Supervisees,

A member shall not engage in a sexual relationship with an individual with whom the member has a current evaluative relationship or with whom the member might reasonably expect to have a future evaluative relationship.

15. Use of Technology in the Provision of Psychological Services

The College has adopted the Association of Canadian Psychological Regulatory Organization Model Standards for Telepsychology Practice as a Practice Advisory for all members which are reflected in the following Standard:

Regardless of the modality used for service delivery, members are expected to practice according to all of the statutes, regulations, standards, codes of ethics applicable to them in their home jurisdictions and those in which any of their clients receive their services.

In addition to the general responsibilities for providing psychological services as noted above, the following must be observed in the provision of services via telepsychology:

15.1 Registration in Home Jurisdiction

Members will be licensed in “good standing” within the jurisdiction in which they reside. If holding provisional/candidate licensure, psychologists will be supervised in all telepsychology practice by a psychologist licensed in “good standing” within the jurisdiction. As such the expectation is that psychologists conform to any and all rules, regulations, and standards established within the home jurisdiction.

15.2 Services Outside of Home Jurisdiction

Members delivering telepsychology services outside of their home jurisdiction will ensure they are legally entitled to do so.

15.3 Complaints

Members will inform clients about who they may complain to if there is a problem with the services received, providing the contact information for the responsible regulatory body.

15.4 Familiarity with Jurisprudence

Members will be familiar with the local jurisprudence and standards for practice in the jurisdiction in which the service is being delivered. Where there is a conflict between such laws/regulations/standards and those of members’ home jurisdiction, members must act according to the higher standard.

15.5 Liability Insurance

Members delivering telepsychology services outside of their home jurisdiction will ensure they carry appropriate liability insurance with respect to such service.

15.6 Competence in Use of Technology

Members will be competent in the technology of the service delivery medium.

15.7 Privacy

To minimize the possibility of someone impersonating a client and gaining access to confidential health information, or influencing a psychologist's assessment or opinion of the client, members will use some form of coded identification of the client in cases where live visual verification is not possible.

15.8 Technological Failure

Members will make plans with clients regarding what will happen in the event of technological failure.