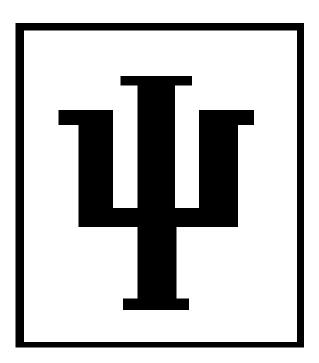
# THE COLLEGE OF PSYCHOLOGISTS OF ONTARIO

# STANDARDS OF PROFESSIONAL CONDUCT

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# THE COLLEGE OF PSYCHOLOGISTS OF ONTARIO

# STANDARDS OF PROFESSIONAL CONDUCT

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Collection, Use and Disclosure

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#### APPLICABILTY

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

#### **DEFINITIONS**

<u>The College</u> refers to the College of Psychologists of Ontario.

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

<u>Psychological Services</u> refer to services of a psychological nature that are provided by or under the direction 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

<u>Professional Activities</u> refers to activities of a psychological nature conducted by or under the direction of a member. Professional activities include, but are not limited to, one or more of the following:

- a. Education and training
- b. Scholarly activities
- c. Administration

<u>Client</u> means a recipient of psychological services. A client may be an individual client or a corporate client. An individual client may be a person, a couple, family or group of individuals. A corporate client is an organization, firm, corporate entity or community that has engaged the professional services of the member and when the professional contract is to provide services of benefit primarily to the corporate client rather than to individuals.

<u>Public Statements</u> 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 such as print and electronic transmission, statements in legal proceedings and contained in the public record, lectures and public oral presentations, and published materials.

<u>Psychological Records</u> 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.

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. <u>Compliance with Statutes and Regulations Relevant to the Provision of Psychological Services</u>

#### 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.

# 3.3 Potential Conflict between the Needs of Individual Clients and those of Corporate Clients

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 for Supervised Psychological Services Providers

Members shall assume responsibility and accountability for the actions and services of all supervised providers of psychological services, including but not limited to employees, students, trainees and members holding certificates of registration authorizing supervised practice, and shall ensure that:

- a) the supervising member is competent to provide the services undertaken by the supervisee;
- b) the supervising member provides supervision appropriate to the knowledge, skills and competence of the supervisee;
- c) when acting as primary or alternate supervisor for a member holding a certificate authorizing supervised practice, the member provides reasonable training and mentoring to assist the supervised member in the registration process;
- d) 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;
- e) the supervising member co-signs all psychological reports and formal correspondence related to psychological services prepared by non-regulated providers; and
- f) billing for services is in the name of the supervising member, psychology professional corporation or employer.

#### **4.2 Informing Clients**

Members shall make reasonable efforts to ensure that clients are 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 this member can be contacted;
- c) meetings with the supervisor can be arranged at the request of the client, supervisor, and/or supervisee; and
- d) with respect to the limits of confidentiality, that the supervisor will have access to all relevant information about the client.

#### 4.3 Communication of a Diagnosis

# 4.3.1 Supervision of 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

The supervising member shall be responsible for determining the process for the performance of the controlled act of communication of a diagnosis taking into consideration the knowledge, skills and competence of the supervisee.

#### 4.3.2 Supervision of Non-Regulated Providers Other than those Described Above

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.

# 5. Competence

#### 5.1 Practising Within Boundaries of Competence

A member shall provide services within the boundaries of his/her competence. A member wishing to provide services outside his/her areas of competence shall do so only under supervision.

#### 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 declared competence, shall inform the College, undertake appropriate training, education and supervision, and satisfy any other formal requirements specified by the College. Such a change would constitute a change of the terms, conditions or limitations of a member's registration and therefore the member shall apply for a variation pursuant to section 19 of the Health Professions Procedural Code of the Regulated Health Professions Act, 1991.

# 6. Representation of Services

#### **6.1** 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.

#### **6.2** 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) the highest academic degree upon which registration is based shall immediately precede the professional title;
- d) 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;
- e) clarification of area of psychological practice may be used 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 (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;
- f) 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;
- g) a member shall not qualify his/her title by citing membership in professional associations (e.g., OPA, OAPA, CPA, APA, CRHSPP); and
- h) 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.

#### 6.3 Promotion of Professional Practice

A paid advertisement shall be identified, or 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** Compensation for Publicity

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

# 6. Representation of Services (continued)

#### 6.5 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 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 informed consent with respect to the collection, use and disclosure of personal information and personal health information unless otherwise permitted or required by law.

#### 8.2 Access by Client or Client's Authorized Representative

A member shall provide access by the client or his/her authorized representative to the client's personal information and personal health information contained in the psychological record 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 reasonable efforts to ensure that psychological 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 at one location or at several locations.

#### 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;
  - i) 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
  - 1) 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 keep personally identifiable information on persons receiving prevention, public education, group training, emergency or post emergency group services, or group screening services.

# 9. Records and Record Keeping (continued)

# 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 client;
  - d) a copy of all agreements and correspondence with the client; and
  - e) a copy of each report that is prepared for the 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 contact; or
  - b) if the client was less than eighteen years of age at the time of his/her last 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. Records and Record Keeping (continued)

# 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, preferably with another member, for the security and maintenance of client records:
  - 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, preferably with another member, 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.

#### 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. Fees/Contract for Services

#### **10.1 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. Fees shall not be set on the basis of advantage or material benefits accruing to the individual receiving services.

#### **10.2 Interest Charges**

A member may charge interest on an overdue account if the client is informed of this practice at the time of billing.

#### 10.3 Collection of Unpaid Fees

If the client does not pay for psychological services as agreed, and if the member intends to use a collection agency or legal options to collect the fees, the member shall first inform the client of this intention and provide an opportunity for payment to be made.

#### 10.4 Retainers

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

#### **10.5** Fee Splitting

- (1) A members shall not enter into a contractual arrangement such as a lease for use of premises or equipment or administrative services which provides for fee or income splitting based on a percentage of fees invoiced or collected.
- (2) Any arrangement for payment for services shall be based on a fixed rate of remuneration and not on a percentage of fees invoiced or collected.

# 11. <u>Impairment</u>

# 11.1 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, 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.

# 12. Professional Objectivity

#### 12.1 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.

# 12.2 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, and 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.

#### 12.3 Avoidance of Undue Influence on Clients

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

#### **12.4** 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.

#### 12.5 Relations with Current or Former Clients

A member shall not enter into a sexual relationship with a current client or a former client where the psychological services were provided within the previous two years. This does not apply to relationships with employees of a corporate client unless the psychological service provided to the particular individual was either therapeutic or the individual is vulnerable to exploitation.

#### 12.6 Gifts from Clients

A member shall not accept a gift of more than token value from a client.

# 13. Harassment and Sexual Relationships

#### 13.1 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
- 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.

#### 13.2 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.

# 13.3 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.

# 14. Assessment and Intervention

#### 14.1 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.

## 14.2 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.

#### 14.3 Rendering Opinions

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

# 14.4 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.

#### 14.5 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.

#### 14.6 Clarity of Communication

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

#### 14.7 Documentation of Sources of Data

- (1) 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.
- (2) 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.

#### 14.8 Use of Computer-Generated Reports

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

# 14. Assessment and Intervention

## 14.9 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.

## SUPPLEMENTARY NOTES

# A Guide to Accompany the Standards of Professional Conduct (2005)

The following notes are provided for the education and guidance of members to assist in understanding and complying with the Standards of Professional Conduct (2005). Some of the notes related directly to a specific Standard and are reproduced along with the Standard to which they pertain. Others are topics not specifically addressed in the new Standards but which provide guidance to members on other important issues in practice.

#### 4.1 Responsibility for Supervised Psychological Services Providers

Members shall assume responsibility and accountability for the actions and services of all supervised providers of psychological services, including but not limited to employees, students, trainees and members holding certificates of registration authorizing supervised practice, and shall ensure that: . . .

# Supplementary Note

A member should ensure that those they supervise in providing psychological services adhere to the Standards of the College.

#### **6.1** 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.

#### **Supplementary Note**

A member should make reasonable effort to correct others who misrepresent the member's professional qualifications or associations. Similarly, a member should not permit, counsel or assist individuals who are not members to represent themselves as either a psychologist or a psychological associate or as offering psychological services except under supervision.

#### **6.2** 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) the highest academic degree upon which registration is based shall immediately precede the professional title;
- d) 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;
- e) clarification of area of psychological practice may be used 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 (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;
- f) 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;
- g) a member shall not qualify his/her title by citing membership in professional associations (e.g., OPA, OAPA, CPA, APA); and
- h) 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.

#### **Supplementary Note**

A. Standard 6.2 b) states: "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". Below are appropriate examples.

Jane Doe, Ph.D., C.Psych. Mr. J. Smith, M.Ed., Psychological Associate

Dr. Jane Doe, Ph.D., C.Psych. Frank Brown, M.A., C.Psych.Assoc.(Supervised

Practice) Jane Doe, Ed.D., Psychologist

R. Dylan, MBA, Ed.D., Psychologist

Dr. J. Doe, Psychologist Member of the College of Psychologists of Ontario

Dr. John Doe, C.Psych. (Supervised Practice) Mr. J. Smith, M.Ed., Psychological Associate Member of the College of Psychologists of Ontario

Joan J. Smith, M.A., C.Psych.Assoc.

B. Standard 6.2 c) states: "the highest academic degree upon which registration is based shall immediately precede the professional title." Below are appropriate examples.

J. Juniper, LL.B., Ph.D., C.Psych. R. Dylan, MBA, Ed.D., Psychologist

Beth Smith, P.Eng., M.A., Psychological Associate John Smith, Ph.D. (Special Education), M.Ed., C.Psych.Assoc.

C. Standard 6.2 e) states: "clarification of area of psychological practice may be used 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 (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." The areas delineated in the guideline are: Clinical, School, Clinical Neuropsychology, Counselling, Forensic/Corrections, Health, Industrial/Organizational, and Rehabilitation. Below are appropriate examples.

Jane Doe, Ph.D., Clinical Neuropsychologist John Smith, M.Ps., School Psychological Associate

Jane Doe, Ph.D., C.Psych. John Smith, M.Ps., C.Psych.Assoc. Industrial/Organizational Psychologist School Psychological Associate

Jane Doe, Ph.D., C.Psych. John Smith, M.Ps., C.Psych.Assoc. Clinical and School Psychologist Practice in Forensic Psychology

Examples of qualifiers or citations that would not be acceptable as they do not reflect an area of practice in the registration guidelines include:

John Smith, M.Ps., C.Psych.Assoc. Sports Psychological Associate Jane Doe, Ph.D., Community Psychologist

**D.** Standard 6.2 h states: "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." Below are appropriate examples.

Dr. J. Doe, Psychologist Diplomate in Clinical Psychology American Board of Professional Psychology Jane Doe, Ph.D., C.Psych., ABPN

#### 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.

#### **Supplementary Note**

Due to the potential for harm from misinterpretation of raw data and a member's duty to protect the security and respect the copyright of psychological tests, a member should make reasonable efforts to avoid placing raw data and test materials in a common file.

#### 12.5 Relations with Current or Former Clients

A member shall not enter into a sexual relationship with a current client or a former client where the psychological services were provided within the previous two years. This does not apply to relationships with employees of a corporate client unless the psychological service provided to the particular individual was either therapeutic or the individual was vulnerable to exploitation.

#### **Supplementary Note**

The Standards state that a member shall not enter into a sexual relationship with a former client for two years following the last professional contact. Even after two years however, a member should avoid such relationships except in the most exceptional circumstances. If a member is considering entering into a sexual relationship with a former client, there are a number of relevant factors a member should consider including:

- 1. the likelihood of adverse impact on the client;
- 2. the client's current mental status
- 3. whether there continues to be a power imbalance that may be influencing the client's decision;
- 4. the client's personal history and any particular vulnerabilities of which the member ought to have been aware:
- 5. the nature, duration and intensity of the professional service:
- 6. the amount of time, over two years, since the last professional contact.

#### **Additional Supplementary Notes**

#### **S.1** Maintenance of Competence

A member should maintain his/her level of knowledge, skill and competence with respect to current professional and scientific developments that are related to his/her areas of practice and the services he/she provides.

#### **S.2** Practice in Emerging Areas

At times, a member may provide services in what would be considered an emerging area of practice. In such situations, a member should inform clients that the services being offered may not, as yet, have been subjected to extensive research and validation. As with any informed consent process regarding the provision of services, clients would be informed of the risks, benefits and alternatives available.

#### S.3 Duplication of Services

A member should not provide or offer to provide services to a client who is known or should be known to be receiving similar from another provider, except in exceptional circumstances. Before agreeing to provide such services the member should discuss with the client the reasons for seeking services and the potential disadvantages of receiving similar services from two providers at once. A member should seek the client's consent to notify the other provider and coordinate service provision.