



THE ASSOCIATION OF
COUNSELLING THERAPY
OF ALBERTA

STANDARDS OF PRACTICE

September 2024

Please Note: The ACTA Standards of Practice are for the professions of Counselling Therapy, Addiction Counselling and Child and Youth Care Counselling registered with the ACTA. The Standards of Practice received broad support in the Alberta Health consultation in 2021 and is endorsed by ACTA. The ACTA is not a regulatory college under the Health Professions Act (HPA). Registration of the profession in ACTA is voluntary to serve the public interest, prepare the profession for regulation, and advance regulation under the Alberta HPA.

Registered members of ACTA agree to adhere to the ACTA standards of practice to uphold public safety, until such time the professions are regulated under the Health Professions Act.

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Acknowledgements:

The Standards of Practice were originally developed by The Association of Counselling Therapy of Alberta (ACTA) on February 20, 2019. Revisions: March 27, April 25, May 9, July 1, November 7, 2019. Following the Alberta Health consultation in January 2021, revisions were made on May 26, 2021, and June 30, 2021 with the guidance of Alberta Health to incorporate feedback from Alberta health regulatory colleges, post-secondary institutes, and stakeholders. Unsubstantial changes were made in August 2024 to ensure current best practices.

Acknowledgement is given to the College of Registered Psychotherapists of Ontario for the use of the Ontario Standards of Practice as a reference for the development of this document.

Preamble:

The Association of Counselling Therapy of Alberta comprises health professionals who support the health and development of Albertans across the lifespan through the provision of professional Counselling, Addictions, and Child and Youth Care services. The Standards of Practice and Code of Ethics received broad professional feedback during Alberta Health's consultation in 2021. They are the minimum standards of professional behaviour and ethical conduct expected of all Members of the Association. Across various practice settings, areas of practice, and client populations, the Standards of Practice and Code of Ethics guide the professional relationship and outline the code of conduct necessary for the safe and effective provision of professional services. A breach of the Standards of Practice may constitute unprofessional conduct.

The Association of Counselling Therapy of Alberta and its Members respect the dignity and worth of the individual and strive to protect, respect, and promote the rights and welfare of all those who receive services from Members of the Association. The Standards of Practice reflect such values as integrity, competence, responsibility and an understanding of and respect for the cultural diversity of society. Members see the client as the expert in their own experience and provide client-centered care aimed at addressing the relevant psychological, social, cultural, spiritual, biological, and developmental needs of the clients and families they serve.

Members are encouraged to maintain awareness of their own values and the implications thereof for practice. They should see themselves as growing, learning and strengthening professionals with the capacity to make complex ethical decisions. Members are encouraged to use the section on ethical decision-making in the Code of Ethics for guidance in resolving ethical dilemmas and document the ethical dilemma and their ethical decision-making process.

These Standards of Practice will be revised over time through consultation to ensure the ongoing protection of the public. The ACTA invites the submission of comments and suggestions at any time.

Definitions:

In these Standards,

- (a) **“Association”** means the Association of Counselling Therapy of Alberta).
- (b) **“Client/patient”** means an individual or group of individuals (a couple, family, or other group); a corporate entity or an organization who currently receive, or have received in the past, professional services from a Member.
- (c) **“Clinical Supervision”** means a contractual relationship in which a clinical supervisor engages with a supervisee to discuss the direction of therapy and the therapeutic relationship; promote the professional growth of the supervisee; facilitate self-reflection, self-assessment, and self awareness; ensure standards; enhance quality; stimulate creativity; support the sustainability and resilience of the work being undertaken; and safeguard the well-being of the client.
- (d) **“Competency”** is defined as the ability (knowledge, skills, behaviours, and attitudes) to perform a practice task with a specified level of proficiency.
- (d) **“Continuing Competency Program”** means the professional development and continuing education program of the Association.
- (e) **“Counsellor-Client Relationship”** means the professional relationship that is formed as soon as a Member provides a professional service to an individual or group of individuals (clients).
- (i) **“Client/patient record”** means a record as defined in section 1(q) of the Freedom of Information and Protection of Privacy Act and includes books, accounts, client records, medical charts, and other documents relating to the client’s health record;
- (j) **“Member”** means a Registered Member of the Association.
- (k) **“Provisional Member”** means a person who is a member of the Association who is working on completing requirements of the profession while under supervision on the provisional register.
- (l) **“Restricted Activities”** is defined by Alberta Health as, high-risk activities performed as part of providing a health service that requires specific competencies and skills to be carried out safely.” Legislative authorization is required before a professional can perform a restricted activity (Health Professions Restricted Activity Regulation and Health Professions Act). The ACTA does NOT have the authority to authorize restricted activities.
- (m) **“Restricted Activity of Psychosocial Intervention”** is defined by the HPA as a psychosocial intervention with an expectation of treating a substantial disorder of thought, mood, perception, orientation or memory that grossly impairs judgement, behaviour, capacity to recognize reality or ability to meet the ordinary demands of life.

The following are NOT restricted activities: (a) activities of daily living, whether performed by the individual or by a surrogate on the individual's behalf; (b) giving information and providing advice with the intent of enhancing personal development, providing emotional support or promoting spiritual growth of individuals, couples, families and groups; (c) drawing venous blood(l) **"Services"** means treatment, counselling, or other care that has the objective of maintaining or improving the mental health and well-being of an individual, and includes services to treat a mental disorder, addiction, and/or improve health and wellbeing.

(m) **"Sexual abuse"** is defined by the Health Professions Act as the threatened, attempted or actual conduct of a regulated Member towards a patient that is of a sexual nature and includes any of the following conduct:

- Sexual intercourse between a regulated Member and a patient of that regulated Member
- Genital to genital, genital to anal, oral to genital, or oral to anal contact between a regulated Member and a patient of that regulated Member
- Masturbation of a regulated Member by, or in the presence of, a patient of that regulated Member
- Masturbation of a regulated Member's patient by that regulated Member
- encouraging a regulated Member's patient to masturbate in the presence of that regulated Member
- Touching of a sexual nature of a patient's genitals, anus, breasts or buttocks by a regulated Member.

(n) **"Sexual misconduct"** is defined by the Health Professions Act as any incident or repeated incidents of objectionable or unwelcome conduct, behaviour or remarks of a sexual nature by a regulated Member towards a patient, that a regulated Member knows, or should know, would cause offence, humiliation, or adversely affect the patient's health and wellbeing.

(o) **"Sexual Nature"** is defined by the Health Professions Act as not including "any conduct, behaviour, or remarks that are appropriate to the service provided."

(p) **"Substitute decision maker"**, in respect of an individual, means a person legally authorized to make specific decisions on behalf of the individual.

(q) **"Terms, conditions and limitations"** (TCL's) means the terms, conditions and limitations that the Association may place on the Member's registration to maintain registration with the Association.

PROFESSIONAL CONDUCT

1.0 Conduct

Background: A Regulated Member's professional conduct encompasses all their interactions with the Association, clients, colleagues, professionals and the public. They must act in a manner that protects and serves the public interest and maintains public confidence in the profession.

- 1.1 Members of the Association shall accept and comply with the Association's authority and interest of public safety and to uphold the confidence of the profession.
- 1.2 Members shall abide by the Association's Bylaws, Code of Ethics, Standards of Practice, Continuing Competency program and any direction or order given by the Association.
- 1.3 Members shall ensure that all obligations required to maintain their registration are met and maintained by the Member in a timely manner.
- 1.4 A Member shall not, by means of false, deceptive or fraudulent representation or declaration, either oral or written, attempt to obtain or renew registration with the Association for themselves or another Member.
- 1.5 Members must not state or imply that they are regulated members under the Health Professions Act unless they are regulated by another Alberta Health Regulatory College that includes counselling within the professionals' scope of practice.
- 1.6 Members shall abide by any terms, conditions or limitations placed on Member's practice.
- 1.7 Members shall conduct themselves, both privately, in the community/public, and professionally, in a manner consistent with the values, beliefs, ethics and professional standards outlined by the Association.
- 1.8 Members shall at all times act in the best interest of the client.
- 1.9 Members shall not knowingly aid or abet another person in misrepresenting that person's professional credentials or in illegally representing that person as a member of a regulated profession.
- 1.10 Members shall act in accordance with applicable laws, Bylaws, Regulations, Standards and Codes of Ethical Conduct in all professional services in the jurisdiction with which they work.

2.0 Use of Terms, Titles, and Designations

2.1 Members shall clearly identify themselves with their earned credentials and certifications, that are recognized as a common theoretical and/or scientific practice to the practice of the profession and as Association Members when acting in any professional capacity of the profession on all documentation, electronic and printed, including but not limited to:

2.1.1 business cards;

2.1.2 resumes/CVs;

2.1.3 advertising;

2.1.4 professional publications;

2.1.5 letters and/or reports;

2.1.6 email signatures; and

2.1.7 invoices.

2.2 Members regulated within more than one profession shall identify themselves using all of their regulated designated titles that relate to the professional services being practiced.

Education/Training Credentials

2.3 Members shall only display education and/or training credentials that have been achieved by the Member that are recognized as a common theoretical and/or scientific practice of the profession.

2.4 A Member shall not misrepresent, or knowingly allow misrepresentation of their qualifications such as education, experience and areas of competency, modalities or areas of practice.

Doctor Title

2.5 Members shall be permitted to use the title “doctor” or the abbreviation “Dr.” in connection with the provision of professional services if the Member has earned a doctorate degree related to the practice of the profession and is approved by the Registrar to use that title or abbreviation in the provision of professional services.

Use of Other Titles/Designations

2.6 Members may use a term, title, or designation acknowledging modalities and practice areas relating to the practice of the profession appropriately only when it is earned by the Member, is verified by a recognized certifying body, and the Member’s regulated title continues to be clearly identified in compliance with standards 2.1 through 2.5.

3.0 Reporting Unprofessional Practices

3.1 Members shall report to the Association another Member's unprofessional practice when the Member has reasonable grounds to believe a Member is not adhering to professional conduct as outlined by the Association, or when another Member may be unfit to practice.

3.1.1 When possible, Members shall address their concerns with the other Member first and/or their supervisor, with the intent of prompt remediation.

3.1.2 Members shall keep the identity of any client confidential unless the client has given consent, or disclosure is legally permitted or required.

3.1.3 Members shall refrain from making frivolous or vexatious complaints.

Reporting of Sexual Abuse and Sexual Misconduct

3.2 A Member that has reasonable grounds to believe that a regulated health professional's conduct may constitute sexual abuse or sexual misconduct must report this knowledge to the regulated health professional's regulatory College

When the Member's client is also a regulated health professional

3.2.1 A Member is not compelled to report that their client's conduct as a regulated health professional may constitute sexual abuse or sexual misconduct if the information respecting the conduct was obtained in the course of providing professional services to the regulated professional.

4.0 Professional Impairment - Fitness to Practice

4.1 If a Member recognizes, or should recognize, their judgment is impaired or that they are unfit to practice, they shall obtain professional assistance or contact the Association for professional guidance to determine whether they should limit, suspend, or terminate practicing the profession until it is determined they are of sound professional judgment and fit to practice.

4.2 If a Member is unfit to practice and needs to suspend or discontinue services, they must implement an appropriate continuity of care plan for clients in their absence as indicated in section 26.1.

Duty to Self-Report

4.3 Members shall promptly notify the Association of any findings, charges or investigations of them by counselling associations, regulatory bodies, legal enforcements in Canada, or other jurisdictions.

5.0 Dual/Multiple Relationships

Background: Members are responsible to establish and maintain professional boundaries at all times with clients, client's families/close relatives, colleagues, supervisors/supervisees and the public in order to protect clients and maintain the integrity of the profession.

5.1 Members shall avoid providing professional services to clients, or a relevant person associated with or related to the client, when the Member is aware, or should be aware, of a potentially harmful conflict of interest that could impair the Member's professional judgment which can include, but is not limited to one or more of the following:

- 5.1.1 familial relationship;
- 5.1.2 social relationship;
- 5.1.3 emotional relationship;
- 5.1.4 financial relationship;
- 5.1.5 supervisory relationship;
- 5.1.6 political relationship;
- 5.1.7 administrative relationship;
- 5.1.8 legal relationship;
- 5.1.9 professional relationships; or
- 5.1.10 romantic or sexual relationship.

Managing Conflict-of-Interest

5.2 Members may provide professional services, until other services are available, within a conflict-of-interest situation as long as no previous or ongoing sexual relationship exists within the conflict-of-interest and:

- 5.2.1 it is unavoidable; other appropriate services are not available;
- 5.2.2 in a situation involving a crisis or emergency; and
- 5.2.3 withholding of the services would be recognized as a greater risk of harm to the client than a conflict of interest.

5.3 A Member providing professional services as indicated in 5.2 shall:

- 5.3.1 inform the client of current and potential conflicting relationships and its possible consequences;
 - 5.3.2 acquire client's informed consent;
 - 5.3.3 participate in regular professional Clinical Supervision or consultation specific to the conflict of interest;
 - 5.3.4 discuss role clarification and boundaries within each setting of the relationship with the client; and
 - 5.3.5 ensure the client is aware of a contingency care plan.
- 5.4 Members shall not accept any gifts from clients, or their representatives, unless it is a cultural or spiritual protocol, tradition or a gesture that is appropriate in the context. Any gifts accepted by the Member shall be:
- 5.4.1 of minimal monetary value;
 - 5.4.2 a transparent exchange;
 - 5.4.3 an infrequent occurrence; and
 - 5.4.4 documented on client's file.
- 5.5 Members shall not influence clients or their representatives unduly.

6.0 Prohibited Relationships

- 6.1 Members shall not provide treatment to any current or past spouse, adult interdependent partner, sexual partner or any of their family members.
- 6.2 Members shall not engage in a romantic and/or sexual relationship, with any client or former client, or with individuals they know to be close relatives, guardians, or significant others of a client or former client.
- 6.3 Members shall not engage in romantic and/or sexual relationship within a professional supervisory relationship (supervisee/supervisor)
- 6.4 Members shall not enter into financial or other relationships with clients or former clients that are potentially exploitative, or that could compromise the client-counsellor relationship and/or judgment of the Member.
- 6.5 Members shall not participate in bartering for their services with a client or relevant person associated with or related to the client, unless it is a cultural or spiritual

protocol, or tradition that is commonly regarded by those who practice the protocol or tradition as appropriate in the context, and would not create a potentially for an exploitative relationship.

7.0 Sexual Abuse and Sexual Misconduct “patient” is interchangeable with “client”

7.1 Members are prohibited from engaging in sexual abuse with any current or former client(s) the Member has provided professional services to.

“Sexual abuse” is defined as the threatened, attempted or actual conduct of a regulated Member towards a patient that is of a sexual nature and includes any of the following conduct:

- sexual intercourse between a regulated Member and a patient of that regulated Member
- genital to genital, genital to anal, oral to genital, or oral to anal contact between a regulated Member and a patient of that regulated Member
- masturbation of a regulated Member by, or in the presence of, a patient of that regulated Member
- masturbation of a regulated Member's patient by that regulated Member
- encouraging a regulated Member's patient to masturbate in the presence of that regulated Member
- touching of a sexual nature of a patient's genitals, anus, breasts or buttocks by a regulated Member

7.2 Members are prohibited from engaging in sexual misconduct with any current or former client(s) the Member has provided professional services to.

“Sexual misconduct” is defined as any incident or repeated incidents of objectionable or unwelcome conduct, behaviour or remarks of a sexual nature by a regulated Member towards a patient, that a regulated Member knows, or should know, would cause offence, humiliation, or adversely affect the patient's health and wellbeing.

“Sexual Nature” (defined in HPA) as not including “any conduct, behaviour, or remarks that are appropriate to the service provided.”

8.0 Respect for Rights

8.1 Members shall maintain respectful dignified interactions within all areas of their professional services with all clients, their representatives, colleagues, and supervisor/supervisee.

8.2 Members shall not condone or engage in any form of verbal, physical, emotional and/or sexual abuse/misconduct with clients, representatives, colleagues,

supervisor/supervisee or any member of the public.

Sexual Harassment

8.3 Members shall not condone or engage in sexual harassment.

Affirming Sexual Orientation and Gender Identity

8.4 Members shall provide services that are respectful of their client's sexual orientation, gender identities and expressions, and diversity.

9.0 Infection Prevention and Control

Background: Members provide professional services in a variety of care settings with equipment/resources that are shared between clients, other professionals, and/or the community members. Members take measures to minimize infections and cross contamination with shared working environments and resources.

9.1 Members shall comply with infection prevention and control measures to support the health and safety of clients, colleagues, themselves, and the public in compliance with applicable legislation, regulatory requirements, standards, and employer policies, as relevant to the Member's work environment.

COMPETENCE

10.0 Professional Competence

Professional Limits

10.1 Members shall not provide professional services unless:

10.1.1 the Member is competent through education, training, and experience to provide that professional services;

10.1.2 the professional services are within the Member's scope of practice;

10.1.3 it is recognized as a common theoretical and/or scientific practice of the profession/service(s)/intervention(s) within the appropriate setting ;

10.1.4 the professional service is based on client needs and goals; and

10.1.5 the expected outcomes are to benefit the client.

Professional Self-Awareness

10.2 A Member shall acknowledge and respect the impact that their own heritage, identities, values, beliefs, customs, and preferences can have on their practice and on clients whose background and values may be different from their own.

10.3 A Member shall not impose their own beliefs (moral, cultural, sexual/gender) in their course of providing professional services.

Cultural Competence

10.4 A Member shall obtain and maintain cultural competencies appropriate to their community, clients, and/or geographic region of practice and integrate cultural awareness and sensitivities as appropriate into their professional services.

Truth and Reconciliation

10.5 Members shall educate themselves on the historical injustices and current systemic racism, socio-economic and cultural challenges faced by Indigenous people in Canada, and acknowledge the Member's own role in providing safe, anti-racist and culturally appropriate professional services.

Gender and Sexual Orientation Competence

10.6 Members shall ensure they have adequate training, experience, and supervision to provide affirmative professional services relating to an individual's sexual orientation, gender identity or expression.

10.7 Members shall not provide services that contravene the Criminal Code of Canada, such as, but not limited to the procurement or performance of conversion therapy or female genital mutilation.

Anti-Racism

10.8 Members shall educate themselves on current and historical racism in Canada, and acknowledge the Member's own responsibility to provide safe and anti-racist professional services.

Maintain Current Competencies

10.9 Members shall maintain competence and fully comply with the Association's Continuing Competency Program, ensuring their professional services meet the current standards of the profession.

Development of New Competencies

10.10 Members, when developing new skills or areas of practice that are recognized as a common theoretical and/or scientific practice of the profession, shall engage in the level of education, supervision, or consultation appropriate to the development of the new competency or area of practice

.

10.11 Members shall disclose limitations of newly acquired competencies when this may impact client care, and Members shall obtain the client's informed consent before utilizing competencies within their practice that are in the process of being developed.

Conscientious Objection

10.12 A Member who recognizes a conflict of their freedom of conscience and religious beliefs with request of their professional services shall ensure the client(s) is referred

to another professional who is able to provide objective professional services and/or treatment options.

11.0 Restricted Activities

11.1 A Member shall not perform any restricted activity without (a) authorization and oversight from an Alberta Health Regulatory College or supervision as stipulated in their respective profession's Health Profession Restricted Activity Regulation, (b) by Minister authorization or (c) supervision as outlined in the HPA (Part 0.1, Health Services, Restricted Activities).

12.0 Supervision

12.1 Members shall follow and abide by the Association "Supervision Guidelines".

Providing Supervision

12.2 A Member who is providing Clinical Supervision must be competent in the area of practice/ modality they have agreed to supervise.

Level of Supervision

12.3 Members shall provide an appropriate level of supervision to those whom they are responsible for supervising, depending on the experience and apparent competence of the supervisee, the needs of the educational or practice setting (See "Supervision Guidelines").

Participating in Supervision

12.4 Members providing or receiving clinical or work supervision shall participate meaningfully in such a way as to promote the purpose and effectiveness of Clinical Supervision.

13.0 Evaluation and Assessment

13.1 Members shall only use evaluation and assessment tools for which they are trained.

13.2 Members shall only use evaluation and assessment tools and procedures that are valid, reliable, and appropriate to both the client and the intended purposes, and with a client's informed consent as outlined in 15.3.

13.3 If the Member thinks an assessment or therapeutic intervention is not in the client's best interest, the Member shall not perform it, and take the necessary actions such as to notify, discuss, and document discussions with the client and/or appropriate

healthcare team members.

- 13.4 Members must institute supportive measures and notify relevant team Members/Professionals, in the event the immediate health needs of the client are beyond the scope of the Member.

14.0 Referral

- 14.1 Members shall refer clients when:

14.1.1 the services required are beyond their level of competency, scope of practice, or authorization of restricted activity;

14.1.2 a conflict of interest is unavoidable; or

14.1.3 it is in the best interest of the client.

- 14.2 Members shall provide sufficient notice to clients, or their representatives, of the reason for and implications of the referral.

- 14.3 Members shall obtain the client's informed consent prior to making a referral.

- 14.4 Members shall collaboratively undertake a referral process with the client.

- 14.5 Members shall not receive any financial benefit or other incentives for making referrals.

15.0 Termination of Services

- 15.1 A member shall continue to provide the opportunity for a client to receive professional services from the Member until:

15.1.1 the goals have been met;

15.1.2 the professional services are no longer required;

15.1.3 the client terminates the professional relationship;

15.1.4 it is reasonably clear to the Member, the client or both that the professional services are not achieving the agreed purposes;

15.1.5 a conflictual dual/multiple role relationship exists or arises;

15.1.6 the client is no longer able to afford services and a transfer or referral to another service or agency is appropriate; or

15.1.7 the Member has reason to believe that the client poses a threat to the Member's personal safety.

- 15.2 The Member shall provide the client appropriate notice and in the case termination under the provisions of 15.1.4 --15.1.7 a list of alternative resources or a referral to another professional or agency if requested by the client.

CLIENT COUNSELLOR RELATIONSHIP

Background: The client-counsellor relationship is central to the provision of safe, effective, and ethical care.

16.0 Informed Consent

- 16.1 Members must obtain a client's informed consent (15.3) prior to any assessment, service, treatment, or referral, done for any therapeutic, preventive, palliative, diagnostic, or other health-related purpose; such consent may be implied, expressed orally, or in writing as appropriate.
- 16.2 Members shall provide information for informed consent in a language that the client can understand and ensure that the information is understood by the client; this may include the provision of translation into another language, if necessary.
- 16.3 A Member must obtain informed consent from the client, the client's legal guardian, or substitute decision maker. Consent must:
- 16.3.1 be informed;
 - 16.3.2 be voluntary;
 - 16.3.3 be specific, i.e. the purpose and nature of the services or therapeutic approach, the process of therapy, risks, alternatives, etc.;
 - 16.3.4 describe confidentiality protections and limits;
 - 16.3.5 contain the option to refuse or withdraw at any time, without prejudice;
 - 16.3.6 describe the period of time covered by the consent;
 - 16.3.7 describe the records that will be kept, where they will be kept, for how long they will be kept and who could have access to them;
 - 16.3.8 include contact information for the Association in the event the client wishes to lodge a concern or complaint about the Member's services; and
 - 16.3.9 not involve misrepresentation or fraud.

Mandated Services

16.4 When services are mandated, the principles of informed consent will be applied as much as is reasonable for the given circumstances.

New Information

16.5 A Member shall, in a timely manner, provide new information to a client when such information becomes available and is significant enough that it could reasonably be seen as relevant to the original or ongoing informed consent; any change in the therapeutic approach or the techniques employed should be documented in the client record.

Working with Minors

16.6 When working with a client under the age of 18, a Member shall obtain informed consent from the client's parent(s), legal guardian, or substitute decision maker; unless the client is deemed to be a Mature Minor with the capacity of understanding and appreciating the consequences of their decision. For Mature Minors, consent must be considered on a case-by-case basis in light of the young person's capacity and applicable laws.

Substitute Decision Maker

16.7 When a client is found to be without capacity to provide informed consent, the Member shall obtain consent from a legal guardian or identified substitute decision maker who can provide informed consent on behalf of the client. The substitute decision maker must:

16.7.1 be at least 18 years of age (unless they are the parent of a child);

16.7.2 be a capable person; and

16.7.3 be willing and able to act.

16.8 In the case of 16.7, the Member must also provide an appropriate explanation to the client, seek the client's assent, and consider the client's preferences and best interests before providing any services.

Documenting Consent

16.9 Members must document and date the consent process in the client record including but not limited to:

16.9.1 when the consent was obtained;

16.9.2 the nature of consent (oral, written, implied);

16.9.3 any discussion, and;

16.9.4 notes on the client's understanding of the process.

17. Confidentiality

Background: Clients must be able to trust Members with their sensitive personal information. It is the professional and legal responsibility of Members to safeguard client information.

17.1 A Member must abide by the privacy legislation governing their practice.

17.2 Members must ensure that all client health, personal and identifiable information (verbal, written or in electronic format) obtained through providing services, is kept confidential, within the limits of confidentiality (15.3).

17.3 Members must explain and ensure that clients understand the terms of confidentiality and the limits of confidentiality.

Limits of Confidentiality

17.4 A Member must only disclose personal health information with the consent of the client or their authorized representative, except in the following circumstances:

17.4.1 When the Member believes on reasonable grounds that disclosure is required to prevent clear and imminent danger to the client or others;
(including physical or psychological harm; risk of suicide or homicide).

Duty To Warn: If the Member believes a significant, imminent risk of serious bodily harm exists (this includes physical or psychological harm), there may be a professional and legal duty to warn the intended victim to contact relevant authorities, such as the police, or to inform a physician who is involved in the care of the client.

17.4.2 When legal requirements demand that confidential material be revealed (e.g. when the Member is subpoenaed), or to facilitate an investigation authorized by warrant or by any provincial or federal law (e.g. a criminal investigation).

17.4.3 When a child or vulnerable person is in need of protection:

(a) Disclosure is required under the *Child, Youth and Family Enhancement Act*, when the Member has reasonable grounds to suspect that a child is in need of protection due to physical harm, neglect, or sexual abuse by a person having charge of the child. A *vulnerable person* may include an elder, a person with disabilities, or someone who depends on the client for caregiving.

17.4.4 For the purpose of contacting a relative, friend or potential substitute decision-maker of the client, if the client is injured, incapacitated, ill, or in an emergency situation, and the client is unable to give consent; and

17.4.5 When requested by the Association if a complaint has been made against the Member.

Corporations/Organizations as Clients

17.5 When a corporation or other organization is the client, Members shall maintain standards of confidentiality applying to the organization, including personal information about individuals when obtained through the professional services.

Disguising Client Information

17.6 A Member shall prevent disclosure of individually identifying information by disguising such information when it is used in teaching, research, reports/administration documents, or publication.

Termination of Services

17.7 A Member shall continue to treat information regarding the client as confidential after the provision of services and professional relationship between a Member and client has terminated.

18.0 Communicating Client Care

Background: Members are expected to create and sustain positive working relationships with other professionals encountered in practice. Communication is a key component of inter-professional collaboration and may enhance care and help to reduce conflicting or inconsistent information or advice given to clients. Clients are entitled to have their care coordinated by their health care providers when appropriate to do so, and when the client authorizes such collaboration.

Inter-professional Communication

18.1 Members shall communicate with other professionals to whom the client is referred and other healthcare providers caring for the client, when client information is shared with:

18.1.1 the client's informed written consent;

18.1.2 professional discretion;

18.1.3 compliance to applicable privacy laws;

18.1.4 the disclosure of only relevant and necessary information; and

18.1.5 the omission of any information a client indicates that the client does not want shared.

18.2 In certain circumstances or health settings, a client has provided implied or written consent to disclose their personal health information within the care team or to a

specific health care provider. In this situation, the client's informed written consent can be replaced with the client's implied, verbal, or written consent. 17.3 Members shall communicate clearly and truthfully when working as part of an interdisciplinary team, or when communicating with other health professionals who are treating or caring for the client.

Professional Services from Multiple Sources

18.3 A Member will not provide professional services to a client if the Member is aware that the client is receiving similar professional services from another professional, without ensuring that the services are coordinated. If the client refuses to consent to coordination of services, the Member will advise the client of the risks of receiving uncoordinated services and may refuse to provide any services except for emergency services.

18.3.1 If the client consents, the Member must advise the other professional(s) of the fact that the client is receiving similar professional services, and the nature of the professional services that the Member is providing.

18.3.2 The Member will document the client's decision with respect to providing consent and with respect to the action taken by the Member.

19.0 Electronic Practice

Background: The Standards of Practice and Code of Ethics that apply to the provision of professional services also apply to the provision of services by electronic means.

Confidentiality

19.1 Members must ensure that any electronic communication technology employed is

19.1.1 secure;

19.1.2 confidential;

19.1.3 used appropriately; and,

19.1.4 abides by all relevant privacy laws.

Consent

19.2 A Member using an electronic medium shall ensure that clients consent to, and are aware of, any potential risks that could arise from the use of the technology.

Professional Liability Insurance and e-Practice.

19.3 Members must ensure that the services provided through electronic communication technologies are covered by their professional liability insurance.

RECORD KEEPING AND DOCUMENTATION

Background: Members will maintain records appropriate to the type of service being provided.

Members in private practice or self-employed (unless otherwise indicated) are in custody and control of client records and must adhere to all relevant legislation pertaining to records management.

When Members are in the employment of an organization, the organization has custody and control of the client record and the Member adding to the record must be aware of and adhere to relevant legislation pertaining to records management.

20.0 Clinical Records

20.1 A Member rendering services to a client or billing a third party for professional services (in private practice) shall maintain written, legible, and professional client records that include the following, when appropriate to the service provided:

20.1.1 identifying information;

20.1.2 presenting problem and/or purpose of the professional service;

20.1.3 fee arrangement;

20.1.4 date, time, and rationale of each professional service; including relevant information on issues discussed, the results of assessments or interventions provided, and observations made by the Member;

20.1.5 informed consent;

20.1.6 a record of client communications is included in the clinical record;

20.1.7 a record of conclusion or termination of the therapeutic relationship, reasons and explanatory notes and a record of referrals and/or follow-up recommendations in the clinical record;

20.1.8 a record of any therapeutic assessments, including methods used, outcomes and results/ conclusions;

20.1.9 results of formal consultations;

20.1.10 sufficient information to allow for the continuation of care by another healthcare professional;

20.1.11 copies of all correspondence and reports prepared and received;

20.1.12 ensure the clinical record is accessible, maintained in a timely manner, legible, written in plain language, and written in English; and

20.1.13 maintain clinical records for (10) years; or when the client is a minor (under 18) for a period of two (2) years after the client reaches the age of majority (18 years old), or ten (10) years after the last date on which service was provided, whichever is longer. When a client has disclosed sexual abuse or assault, the file should be retained for the life of the client (Bill 21).

21.0 Providing Records

21.1 Members must provide access to legible client records when requested to do so by a client, authorized representative, or a legal authority.

21.2 Where a request from a client, or the client's authorized representative, has been received, Members must provide a report relating to the treatment performed within 30 days. If there is an unavoidable delay, the requesting party must be notified right away of the reason for the delay and a firm date by which the request will be met.

22.0 Issuing Accurate Documents

22.1 A Member shall not provide false or misleading information concerning professional services offered to a client.

22.1.1 Members ensure that documents include accurate and complete information;

22.1.2 Members do not sign documentation that contains false or misleading information; and

22.1.3 Members issue bills and receipts that are accurate.

23.0 Storage

23.1 Members must ensure that records are securely stored and protected from loss, tampering or unauthorized use or access.

23.2 Members must have a system in place for record retrieval and storage should something happen to the Member that makes the Member no longer available to maintain the records of their practice.

BUSINESS PRACTICE

Background: Members are expected to conduct themselves professionally, not only in their clinical work, but also in their business relationships with clients and members of the public. Clients expect their therapists or counsellors to provide a suitable practice environment, and to conduct themselves in a professional manner.

24.0 General Business Practices

24.1 In operating a practice, Members must comply with Association standards governing advertising and representation of themselves and their services.

24.2 Members shall provide a suitable practice environment, applicable to the context of the therapeutic practice.

25.0 Fees

25.1 Members shall inform clients of their fee schedule prior to providing services; including any fees for missed appointments.

25.2 Members must charge fees that are reasonable in relation to services provided;

25.2.1 Members must pay their professional subcontractors fees that are reasonable in relation to services provided.

25.3 Members must fulfill the terms of agreements established with clients, subcontractors, agencies, and any other business practices.

25.4 Members must provide itemized accounts upon request.

26.0 Advertising and Representing Yourself and Your Services

26.1 Members shall not misrepresent themselves or their service. All claims about Members' professional qualifications and experience must be accurate, verifiable and relate to the scope of practice of the profession.

Testimonials

26.2 A Member shall not solicit testimonials from clients, former clients, or other persons regarding a Member's individual practice, for use in advertising.

27.0 Interruption of Services / Continuity of Care

27.1 Members shall have a continuing care plan in place to provide alternate services to a client should the Member need to take a planned or unplanned extended leave or discontinuing services. The continuing care plan shall include:

27.1.1 client informed consent and knowledge of the continuity of care plan;

27.1.2 an agreement with an appropriate professional willing to respond to the needs of the client(s);

27.1.3 records readily available to the professional with whom you have the agreement; and

27.1.4 reasonable notice provided to the client, as appropriate.

28.0 Closing, Selling, or Relocating a Practice

28.1 A Member shall provide reasonable notice to clients when closing, selling, or relocating a practice; comply with relevant privacy and record-keeping legislation, as well as Association policies.

28.2 A Member shall have appropriate measures in place for access to and custody of client files, in the event of a prolonged absence, illness, retirement, or death.

RESEARCH

29.0 Conducting Research

Researcher Responsibility

29.1 A Member shall plan, conduct, and report on research in a manner consistent with relevant ethical principles, professional standards of practice, federal and provincial laws, regulations, and standards governing research with human subjects.

29.2 A Member shall have awareness of their professional and personal biases, Indigenous perspectives and perspectives of those experiencing marginalization, oppression and racism. A Member shall not participate in or conduct research that contributes to or justifies harm to anyone.

Subject Welfare

29.3 A Member shall protect the welfare of their research subjects during research, and shall not cause injurious psychological, physical or social effects to persons who participate in their research activities.

Ethics Review

29.4 A Member shall obtain approval by an independent and appropriate ethical review board before proceeding with the research involving human subjects.

Power Imbalance

29.5 A Member shall recognize the power imbalance between the researcher and the subject(s) and will take appropriate precautions to protect participants, as suitable for the setting, clientele, and research methods utilized.

Storage of Research Materials

29.6 A Member shall have appropriate measures in place for confidential storage of all research data and files.

29.7 A Member shall destroy all research materials after a minimum of ten (10) years, or longer if specified by the ethics review board approved timeline. Members shall have appropriate measures in place for the destruction of materials in the case of a researcher's prolonged absence.

Indigenous Research

29.8 Members shall conduct research related to Indigenous people and issues that impact them, with adherence to principles of First Nations and Indigenous rights to self-determination, including ownership, control, access and possession of research.

30.0 Participant Consent

Informed Consent of Research Subjects

30.1 Members shall obtain informed consent from all research subjects prior to their participation in research. Informed consent includes gaining the subject's consent after discussing and informing each research subject of:

30.1.1 the purpose(s) of the research;

30.1.2 any experimental procedures;

30.1.3 any possible risks;

30.1.4 any disclosures and limitations of confidentiality;

30.1.5 that their participation is voluntary;

30.1.6 they are free to ask questions;

30.1.7 they are free to discontinue at any time, without penalty; and

30.1.8 the contact information for the Association in the event the client wishes to lodge a concern or complaint about the Member.

Voluntary Participation

30.2 Participation in research is voluntary. Members never use manipulation, undue influence, or coercion when inviting individuals to participate in research. Members shall inform subjects that a decision not to participate, or to discontinue participation in research will be accepted without prejudice and without affecting their pre-existing benefits or services.

Research Confidentiality

30.3 Members shall ensure that subjects' research information (including data, writing, video, images, recordings, art/creations, media, etc.) is confidential and the identity of participants is protected unless otherwise authorized by them, consistent with all informed consent and data protection procedures (see informed consent 15.1; Data collection).

Use of Confidential Information for Didactic or Other Purposes

30.4 Members shall not disclose in their writings, public presentation, or media, any personally identifiable information obtained in confidence about clients, research participants, students, or organizational clients unless:

30.4.1 there is legal authorization to do so;

30.4.2 reasonable steps are taken not to identify the person or organization; or

30.4.3 the person or organizational client has given informed written consent.

31.0 Research and Education

Research and Education

31.1 Members who are educators shall recognize the status and power differential between themselves and their students, and shall avoid, whenever possible, any dual relationship with students who participate in their research projects. Any duality of relationships shall be recognized, acknowledged, and managed in a manner that clarifies the various roles and responsibilities and avoid any disadvantage to students (see Dual/Multiple Relationships 5.0 and Prohibited Relationships 6.0).