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Transitional Council of the College of Registered Psychotherapists  
and Registered Mental Health Therapists of Ontario

Conseil transitoire de l'Ordre des psychothérapeutes autorisés  
et des thérapeutes autorisés en santé mentale de l'Ontario

January 10, 2012

## Draft Professional Misconduct Regulation

### Transitional Council, College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario

#### INTRODUCTION

All health Colleges have a complaints and discipline system in place. In essence, any complaint or other concern about the conduct of a member is funnelled to a single committee, the Inquiries, Complaints and Reports Committee (ICRC). The ICRC sits in panels of at least two professional members and one public member. It investigates the facts and then determines how a complaint or other concern should be dealt with. It can take no action, take informal action (e.g. caution the member or direct the member to engage in some remediation activities) or refer the concern to a separate committee for a full hearing to determine precisely what happened. The College has jurisdiction over a member regardless of where the conduct occurs (e.g. in another province or country).

The ICRC follows fair process. It notifies members of the concern and gives the member an opportunity to respond, in writing, before making a determination. The ICRC cannot make findings of wrongdoing (only the Discipline Committee can do that). The ICRC is permitted to engage in an Alternate Dispute Resolution (ADR) process to try to resolve complaints.

The experience of existing health Colleges is that the vast majority of complaints and other concerns result in either no action or informal action. Only a small number of complaints and other concerns (typically those dealing with dishonesty, breach of trust or incompetence) actually go to the Discipline Committee for adjudication. Most concerns, if there appears to be any substance to them, are dealt with in an educational or remedial manner, in order to ensure that the action is not repeated or does not develop into more serious conduct.

The peer element to the complaints and discipline process ensures that language, such as “inappropriate,” “unreasonably” or “excessive,” is interpreted with an understanding of the professional context. For example, an excessive fee would be one that in all of the circumstances cannot be justified to one’s peers. The public component to the process ensures that the non-professional perspective is also heard.

This regulation sets out the definition of professional misconduct that is applied first by the ICRC and then, if there is a referral, by the Discipline Committee. It sets out the minimum expectations of integrity, client-centred care and professionalism expected of all members. Some definitions of professional misconduct (e.g. sexual abuse of clients, offences relevant to one’s suitability to practice the profession, discipline in other jurisdictions, failing to co-operate with the Quality Assurance Committee) are set out in the *Regulated Health Professions Act, 1991*. This Regulation expands on those provisions. Part 1 of the Regulation describes the conduct that would be viewed as unprofessional. Part 2 provides additional guidance on what constitutes a conflict-of-interest. Part 3 sets out the minimum record-keeping expectations.

See appended Glossary for definitions of words and terms used in the provisions of the Regulation.

| Proposed Provision   | Explanation   | Rationale  |
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| <b>Part 1 – Professional Misconduct</b>  |   |  |
| <p><b>1.(1)</b> The following are acts of professional misconduct for the purposes of clause 51(1) (c) of the <i>Health Professions Procedural Code</i>:</p> | <p><b>Misconduct Definitions:</b> Under the <i>Health Professions Procedural Code</i>, a few matters of professional misconduct are listed (e.g. sexual abuse of clients, relevant convictions, failing to cooperate with the Quality Assurance Program of the College). In this profession, patients are typically called clients, thus the word “client” is used throughout. Other matters of professional misconduct are set out in regulations developed by the College and the government. The Discipline Committee of the College uses this regulation in its hearings when deciding whether the member did anything wrong.</p> | <p>Certain acts of misconduct are considered so serious that procedures for handling them are prescribed in the <i>Regulated Health Professions Act, 1991</i> itself.</p>  |
| <p>1. Contravening, by act or omission, a standard of practice of the profession or failing to maintain the standard of practice of the profession.</p>      | <p><b>Standards of Practice:</b> Standards of practice for a profession can be written or unwritten. They reflect the shared understanding of the profession about practising safely and effectively. Written entry-to-practice standards will be found in Competency Profiles currently being developed and in practice standards published by the College periodically. Such publications will be developed over time on a prioritized basis. When the standard of practice is unwritten, an expert witness may testify as to what the shared view of the profession would be in the circumstances.</p>                             | <p>This is a common provision. It is often used in discipline hearings. Members are expected to learn, through their training, research and professional interactions, the basic principles of practising the profession safely and effectively.</p> |
| <p>2. Abusing a client or a client’s representative verbally, physically, psychologically, emotionally or financially.</p>                                   | <p><b>Abusing a Client:</b> This provision deals with forms of abuse other than sexual abuse (which is dealt with in subsection 51(1) of the <i>Health Professions Procedural Code</i>). It deals with non-sexual abuse, and abuse of a client’s representative (e.g. the parent of a child client). “Abuse” refers to conduct that is clearly inappropriate and is potentially harmful. It does not refer to a simple lapse in politeness.</p>   | <p>This is a common provision. No person dealing with a practitioner should be subjected to abuse. The recipient of the abuse, by being a client or a representative of a client, is often physically and emotionally vulnerable already.</p>        |

| Proposed Provision  | Explanation  | Rationale  |
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| <p>3. Doing anything to a client for a therapeutic, preventive, palliative, diagnostic or other health-related purpose except,</p> <ul style="list-style-type: none"> <li>i. with the informed consent of the client or the client's authorized representative, or</li> <li>ii. as required or authorized by law.</li> </ul> <p>A member may demonstrate compliance with the principles of informed consent by complying with the <i>Health Care Consent Act</i> even if the intervention is not a treatment within the definition of that Act.</p> | <p><b>Informed Consent:</b> This provision requires members to have informed consent whenever providing services to clients. Consent can be obtained in writing, verbally or by implication (e.g. a client answering a question about why he or she has come for therapy is implied consent for obtaining that part of their history). To be informed, the client must understand what is going to be done, why, any material risks and side effects, and the alternatives. In some circumstances, consent is not required by law (e.g. where the client is suicidal). The authorized representative of a client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client). This requirement is explained further in subsection (2) below.</p> <p>The member should be familiar with the <i>Health Care Consent Act</i>, especially section 11, which sets out the elements of informed consent. For example, it indicates that there is no minimum age for consent and that clients under the age of 18 years of age can, if they are capable of understanding and appreciating the consequences of their decision, give consent.</p> <p>Informed consent is required for all assessments and treatments conducted by members. The member also needs to be aware that the principles of informed consent should be followed even if the intervention is not technically a "treatment" as per Section 2(1) of the <i>Health Care Consent Act</i>.</p> <p>Therefore, the member should apply the principles of informed consent to <b>anything</b> that is done for a</p> | <p>This is a common provision. Informed consent is an essential component of health care services. People have the right to choose whether they will be assessed or treated and to have control over themselves and their health information.</p> <p>This provision gives guidance on how a member may follow the principles of informed consent in circumstances where the <i>Health Care Consent Act</i> does not technically apply.</p> |

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|  | therapeutic, preventive, palliative, diagnostic or other health-related purpose.  |   |
| <p>4. Failing to reply appropriately to a reasonable request by a client or a client's authorized representative for information respecting a service or product provided or recommended by the member.</p>                                  | <p><b>Disclosure to Clients:</b> A client cannot make an informed decision, and a member cannot obtain informed consent, unless the client has the necessary information. The member is required to provide appropriate information for informed decisions.</p> <p>If a client asks for the potential consequences and risks involved with a proposed plan for therapy, the member must disclose this information. The authorized representative, in this context, can be any person authorized by the client to receive the information. The authorized representative of an incapable client is described in some detail in the <i>Personal Health Information Protection Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p>  | <p>Clients need all relevant information in order to make informed decisions about their health care. This provision ensures that the member provides all reasonable information to the client upon request.</p>  |
| <p>5. Giving information about a client to a person other than the client or the client's authorized representative except with the informed consent of the client or the authorized representative or as required or authorized by law.</p> | <p><b>Client Confidentiality:</b> Although confidentiality has always been a hallmark of health care, it has been further codified in the <i>Personal Health Information Protection Act, 2004</i>. The authorized representative, in this context, can be any person authorized by the client to receive the information. <i>PHIPA</i> also describes the authorized representative of an incapable client in some detail (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p> <p>A member cannot divulge any client information, including the client's contact information, without the consent of the client, the client's representative, or as permitted or required by law (e.g. summons, court order, patient or third party at risk of serious harm, etc.). While it is not legally required to have a client's written authorization for</p> | <p>This is a common provision. Clients need to know that their information will be kept confidential in order to have the trust necessary to disclose it to the member. Without this confidence, members may not receive the information they need to provide safe and effective service.</p> |

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|  | <p>such disclosure, it is recommended.</p> <p>If a practitioner does not disclose information identifying the client to the supervisor, he or she does not need consent from the client.</p>   |   |
| <p>6. Discontinuing professional services unless the discontinuation would reasonably be regarded by members as appropriate having regard to,</p> <ul style="list-style-type: none"> <li>i. the member's reasons for discontinuing the services,</li> <li>ii. the condition of the client,</li> <li>iii. the availability of alternate services, and</li> <li>iv. the opportunity given to the client to arrange alternate services before the discontinuation.</li> </ul> | <p><b>Discontinuing Services:</b> This provision gives guidance to the member as it sets out the circumstances under which it would be appropriate to discontinue providing services to a client. This provision applies to all practice settings including employment situations.</p> <p>In some practice settings there are restrictions on the ability of a member to refer a client to him or herself. For example, a member may be prohibited by the terms of a third party payor policy or a workplace rule from continuing to provide services to the client privately after funding has terminated. Members need to ensure that any such restrictions are appropriate and do not result in the abandonment of the client. In addition, the matter of transition of care must be raised early in the process if more than the allocated number of services might be required.</p> | <p>Once a member agrees to provide professional services to a client, the client comes to rely upon the member. Members are expected not to unilaterally discontinue required services to clients without good reason.</p>                  |
| <p>6A. Failing to inform a client within a reasonable time of relevant limitations on the provision of professional services.</p>  | <p><b>Limitations on Services:</b> Clients are to be told as soon as reasonably possible about any limitations on the services to be provided. For example, if only a certain number of sessions will be covered by a third-party payor, those limitations must be communicated to the client early on. Similarly, if the member knows he or she cannot provide the services on an ongoing basis, the client must be told as soon as feasible.</p>   | <p>Knowing about relevant limitations on services is part of the informed consent and client autonomy. Given the nature of the relationship between client and therapist, such disclosure is crucial in the context of this profession.</p> |
| <p>7. Recommending or providing unnecessary treatment or continuing to treat a client where the treatment is no longer indicated or has ceased</p>   | <p><b>Unnecessary Treatment:</b> Unnecessary treatments involve services where there is no reasonable prospect of benefit to the client.</p>   | <p>This is a common provision. Unnecessary treatment poses a risk of harm to the client, may provide false expectations, and often wastes the client's time and money.</p>  |

| Proposed Provision<br>to be effective.  | Explanation   | Rationale  |
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| 8. Treating a condition that the member knows or ought to know he or she does not have the knowledge, skills, judgment or competence to treat.  | <p><b>Individual Competence:</b> Members will be held to a generally accepted standard. If a member encounters a client who has needs beyond the member’s capabilities, the member must refer the client to someone who is competent to provide those services.</p> <p>Without limiting the generality of this provision, a member ought to know that he or she does not have the knowledge, skills, judgment or competence to treat a condition if he or she fails to undertake continuous learning.</p> | This is a common provision. Members are expected to only provide services that are within their abilities, and to know when they are out of their depth.   |
| 8 A Failing to seek supervision when the member knows or ought to know he or she lacks the knowledge, skills, or judgment to serve a client without supervision.  | Supervision enables the member to consult with an experienced practitioner for guidance on client issues, and to develop the knowledge, skills, or judgment to better address clients needs.  | The member has an obligation to seek supervision in scenarios where he or she requires guidance, and additional knowledge, skills or judgment to properly address client needs. Should this be insufficient to properly serve the client, the member must refer the client to another practitioner with suitable knowledge, skills and judgment. |
| 9. Failing to advise a client or the client’s authorized representative to consult another member of a health profession within the meaning of the <i>Regulated Health Professions Act, 1991</i> , where the member knows or ought to know that the client requires a service that the member does not have the knowledge, skills, judgment or competence to offer. | <p><b>Referral of Client:</b> This provision goes beyond 1(1).8. It mandates that a member must refer the client to another qualified health professional when the client needs services beyond those that can be provided by the member. The authorized representative of a client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p>  | This is a common provision. It requires members to put the client’s interests first. The member cannot allow any reluctance to admit limitations of his or her skills, or any concern that he or she might lose the client, to stand in the way of the client’s best interests.  |
| 10. Performing a controlled act that the member is not authorized to perform.   | <p><b>Controlled Acts:</b> Most regulated health professionals are authorized to perform certain “controlled acts.” Controlled acts are procedures which have an implicit risk of harm and therefore require a certain level of skill to perform. Members</p>   | This is a common provision. It requires members to comply with the legal requirements surrounding controlled acts. It also helps ensure that members provide only competent care.  |

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|   | <p>of this College are authorized to perform the following controlled act, subject to the terms, conditions and limitations on his or her certificate of registration:</p> <p>To treat, by means of psychotherapy technique, delivered through a therapeutic relationship, an individual's serious disorder of thought, cognition, mood, emotional regulation, perception or memory that may seriously impair the individual's judgment, insight, behaviour, communication or social functioning.</p> <p>A member shall not perform a controlled act unless the member performs the procedure in accordance with the regulations.</p> <p>In addition, there are circumstances in which a member may perform other controlled acts (e.g. under delegation, in an emergency). This provision does not prohibit members from performing other controlled acts when there is legal authorization for doing so. However, the member must still do so within generally accepted standards of practice of the profession. For example, even when a medical doctor has delegated the task of performing an internal examination, in most circumstances it would be a violation of boundaries for a member of this College to perform it.</p> |   |
| <p>11. Delegating the controlled act except in exceptional and extenuating situations with approval of Executive Committee.</p> | <p><b>Delegation of Controlled Acts:</b> Members must not delegate the controlled act of psychotherapy. It is the only controlled act authorized to members.</p> <p>One exception relates to extenuating</p>   | <p>The controlled act of psychotherapy poses too great a risk for unqualified people to perform. The competencies required to perform psychotherapy are too complex to permit informally qualified persons to perform it.</p> |

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|  | <p>circumstances, such as in a remote northern community in dealing with a crisis situation and no registered health practitioner is available. The College will develop guidelines to help members understand when such approval is likely to be granted by the Executive Committee (i.e. situations where there is a compelling need for psychotherapy, no other options are reasonably available and appropriate support will be provided).</p> <p>Delegation is not necessary with respect to other members of the College who are authorized to perform the controlled act.</p> | <p>However, in exceptional or extenuating circumstances, it may be necessary for a member to ‘coach’ or otherwise assist a lay person or community worker to deal with an individual in crisis.</p>   |
| <p>12. Failing to appropriately supervise a person whom the member is professionally obligated to supervise.</p>   | <p><b>Supervision:</b> This provision applies to all forms of supervision including clinical supervision, case supervision and general supervision. (See the appended Glossary for more details.) The extent of supervision will vary depending on the circumstances, including the skills of the person under supervision and the risks inherent in the procedure.</p> <p>While the type of supervision required in any given situation may vary, there is still an obligation to supervise appropriately, particularly if client welfare is at stake.</p>                          | <p>The member is responsible for what is done on his or her behalf. One way of assuming that responsibility is to provide an appropriate level of supervision.</p>  |
| <p>13. Permitting, counselling or assisting a person who is not a member to represent him or herself as such or to perform controlled acts which the person is not authorized or competent to perform.</p> | <p><b>Condoning Misrepresentation:</b> This provision is intended to prevent members from condoning misleading, illegal or dangerous activities by others. The words “permitting, counselling or assisting” put the onus on the member to intervene where the member sees such conduct occurring in a setting, such as the member’s office or clinic, where the member can prevent the conduct from occurring. The conduct that cannot be condoned is where an unregistered person:</p> <ul style="list-style-type: none"> <li>• holds out that he or she is registered;</li> </ul>  | <p>This provision ensures that a member does not condone misleading and unsafe conduct, thereby giving legitimacy to an unregistered or incompetent person. For example, a client is likely to believe a false or misleading representation made in the office or clinic of a member. Similarly, the client will assume a service provided by another person at a member’s location is being performed legally and competently.</p> |

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|  | <ul style="list-style-type: none"> <li>performs a controlled act without legal authority; or</li> <li>performs a controlled act with authority but the person is not competent to do so.</li> </ul> <p>This provision does not prevent an unregistered person from providing supportive care in crisis situations.</p>  |   |
| <p>14. Failing to advise a client, a client's authorized representative or a member of the public, when requested, of his or her right to file a complaint with the College.</p> | <p><b>Facilitating Complaints:</b> When someone tells a member that he or she wants to know whom they can complain to about the member's professional conduct, the member must advise the client to contact the College. The authorized representative of an incapable client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p>  | <p>As the College is new, clients and the public may be unaware of its existence. As such, it is important for the member to advise the client and public about the College and its role in regulating the member. This provision also supports the member's accountability to the College.</p> |
| <p>15. Failing to provide a client, a client's authorized representative, or a member of the public, when requested, with the address and telephone number of the College.</p>   | <p><b>Facilitating Complaints:</b> In light of this provision, the member should have readily available the contact information of the College. Currently it is as follows:<br/> College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario<br/> 4th floor, 163 Queen Street East, Toronto, ON M5A 1S1<br/> tel: 416-862-4801<br/> fax: 416-874-4079<br/> email: <a href="mailto:info@collegeofpsychotherapists.on.ca">info@collegeofpsychotherapists.on.ca</a></p> <p>The authorized representative of an incapable client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p> | <p>If a member knows that a person wishes to complain about his or her professional conduct, it would be professional misconduct for the member to impede that person's ability to do so.</p>   |
| <p>16. Acting or being in a conflict-of-interest when in a professional capacity.</p>  | <p><b>Conflict-of-Interest:</b> Occurs when a member has multiple interests where there is a duty to be loyal to one interest, that of the client. If the personal interests of the member influence the</p>  | <p>To assure the public that the member will always put the interest of his or her client above the self-interest of the member.</p>  |

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|  | <p>performance of his or her professional duty, a conflict-of-interest exists.</p> <p>This provision is further explained in section 2.</p>   |  |
| <p>17. Issuing an invoice, bill or receipt for services that the member knows or ought to know is false or misleading.</p>   | <p><b>Misleading Invoice:</b> Members are required to issue their accounts carefully and prudently to ensure accuracy. If the member should have known that the account or charge was false or misleading, the member will have contravened this provision. The “ought to know” language means a member cannot simply avoid responsibility by blaming others such as an assistant. A system to ensure accurate accounts should be in place. However, an isolated instance of normal human error is not grounds for misconduct proceedings under this provision.</p>   | <p>This provision assures the client that he or she will be charged appropriately and accurately for any services rendered. False accounts are dishonest. It also betrays the trust of those who pay for the services, including third party payors, family members and insurers. It is the responsibility of members to ensure that their accounts are accurate to the extent humanly possible.</p> |
| <p>18. Charging a fee that would be regarded by members as excessive in relation to the service provided. This includes charging more than one’s usual fee for a service where a third party is paying it.</p> | <p><b>Excessive Fees:</b> Although a member is entitled to set reasonable fees for his or her services, the member cannot charge an excessive amount. High fees are permitted; excessive fees are not. If the member is concerned about his or her fees, he or she should canvass other members to ensure that the fees are within a comparable range.</p> <p>Where a third party pays a fee (e.g. an insurance company), the member must charge his or her usual fee. This provision does not, however, prevent the member from reducing the fee for a client in an individual circumstance of financial need.</p> | <p>Excessive fees affect access to necessary health care services and can sully the reputation of the profession. This provision helps protect the public by barring a member from charging excessive fees or having a two-tiered billing system for third party payors.</p>   |

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| <p>19. Failing to advise a client or a client's authorized representative, prior to providing a service, of the fee to be charged for the service or of any penalties that will be charged for late payment of the fee.</p>   | <p>Disclosure of Fees: Members are required to discuss the fee for the service, and the payment terms, before providing the service. That way, the client has all of the necessary information before a decision is made to proceed with the service. The authorized representative of an incapable client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p> | <p>To make an informed choice, the client must be aware of the cost of services before agreeing to receive them. Clients have a right to statements of account that are handled fairly, transparently and accurately.</p>   |
| <p>20. Charging a block fee without first specifying the following in writing:</p> <ul style="list-style-type: none"> <li>i. the services covered by the fee,</li> <li>ii. the amount of the fee,</li> <li>iii. the arrangements for paying the fee,</li> <li>iv. the rights and obligations of the member and the client if the relationship between them is terminated before all the services are provided.</li> </ul> | <p><b>Block Fees:</b> A block fee is an agreed fee for a series of services (e.g. 10 visits). Typically, the block fee is less than if the services were paid for individually, but the block is paid in advance. This provision is a safeguard to ensure there is no misunderstanding later on, if the client for any reason is unable or unwilling to complete the program of therapy.</p>  | <p>Block fees are a common source of dispute between members and their clients. This can be avoided if the terms of the block fees are clear, in writing, and address any change of circumstances that might later occur.</p>   |
| <p>21. Offering or giving a reduction for prompt payment of an account.</p>   | <p><b>Reductions for Prompt Payment:</b> A member cannot reduce, or offer to reduce, an account in exchange for receiving "prompt payment" from a client. This provision still permits a member to charge interest on accounts that are not paid within a reasonable time.</p> <p>Payment terms should be transparent, universal and common to all clients.</p>   | <p>Giving a reduction for prompt payment that is not part of a structured, documented block fee arrangement favours the affluent, and, in effect, results in a higher fee for clients who cannot afford to pay immediately. Health care services should be available to all on equal terms.</p>                           |
| <p>22. Failing to itemize an account for professional services if requested to do so by the client or the person or agency who is to pay, in whole or in part, for the services, or if the account includes items that are not professional services, failing to</p>  | <p><b>Itemized Accounts:</b> The member has an obligation to provide details of each product and service provided, and the charge for each, if the client requests it. The actual cost of any product sold must be set out so the amount of fee for the product and for the professional service of the member can readily be determined by the client.</p>   | <p>The first part of this provision is common. It provides transparency to clients so they know what they are getting, can compare costs, and can choose to receive some, but not all, services. The second part of the provision means that profits margins should be included in service fees, and all products and</p> |

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| itemize them at the actual cost to the member (including a reasonable overhead cost).   | <p>Overhead expenses (e.g. staff time) can be included in the cost so long as the expense is real and reasonable.</p> <p>As a matter of good practice, the member may choose to itemize the account even if not asked specifically to do so by the client.</p>  | supplies sold at cost. This approach ensures the transparency of fees to clients, promotes client choice, and avoids conflicts of interest.   |
| 23. Breaching, without reasonable cause, an agreement with a client or a client's authorized representative relating to professional services for the client or fees for such services. | <p><b>Breaching Client Agreements:</b> Members must fulfill their agreements with clients. For example, if a member promises to provide a course of therapy or to charge a set fee, the member should do so. However, where there is a significant change in circumstances (e.g. the proposed therapy is no longer suitable for the client; the client assaults the member), the member can decline to fulfill the agreement. The authorized representative of an incapable client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client).</p> | This is a common provision. A member should keep his or her promises and respect agreements with clients. It is in the best interests of the public, and helps the profession maintain public trust.  |
| 24. Failing to keep written records in accordance with the standards of the profession.   | <p><b>Record-keeping:</b> Record-keeping must comply with the generally accepted expectations of the profession. Part III of the Regulation (see below) sets out additional guidance as to the standards expected for record-keeping.</p>   | This is a common provision. The rationale for maintaining the record as set out in section 3 is to ensure that all necessary information related to the client's care is contained in the record. Record-keeping facilitates future care for the client, allows the member to explain (and defend) what was done and why, and facilitates accountability of the member for the service. |
| 25. Signing or issuing, in his or her professional capacity, a document that the member knows or ought to have known contains a false or misleading statement.                          | <p><b>Misleading Documents:</b> The member must be diligent in ensuring that he or she only signs and sends out documents that contain correct information. If he or she knows, or should have known, that the document contains a false or misleading statement, the document should not be signed or sent out. This can include reports to employers, lawyers and third party payors.</p>   | The credibility and honesty of the member can be called into question if he or she signs a document that is false. Clients and third parties rely on the integrity of members' statements.  |

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| <p>26. Falsifying a record relating to the member's practice.</p>  | <p><b>Falsifying a Record:</b> This provision is usually triggered when a member attempts to cover up an error (e.g. changing a date of service so that it falls within insurance coverage, charting an appointment that did not occur, charting a conversation with a client that did not occur, rewriting a chart entry). This is unacceptable.</p>   | <p>A member of the College is expected to act honestly and with integrity as a foundation of trust. All documents and records must be completed honestly and accurately. Falsification of any kind is strictly prohibited.</p>  |
| <p>27. Making a claim about a therapeutic approach, modality, remedy, treatment, device or procedure other than a claim that can be supported as reasonable professional opinion.</p>  | <p><b>Unsubstantiated Claims:</b> Members should not make unverifiable claims about their approaches, products or services. (e.g. making an unsubstantiated claim that a particular therapy <u>will</u> save the client's marriage, rather than expressing a reasonable professional opinion that a particular therapeutic approach can often help a marriage.)</p>   | <p>The public depends on the profession to provide balanced and accurate information. Claims based on considerations other than reasonable professional opinion (e.g. attracting more clients) can exploit the public, result in ineffective or even harmful treatment choices and erode the public's faith in the profession.</p>  |
| <p>28. Permitting the advertising of the member or his or her practice in a manner that is false or misleading or that includes statements that are not factual and verifiable. The following information shall be deemed to be false, non-factual or misleading:</p> <p>(a) Promising a result that cannot always be delivered.</p> <p>(b) Using comparisons, superlatives, suggestion of uniqueness, appealing to a person's fears or creating an unreasonable expectation of a favourable result.</p> | <p><b>Advertising:</b> Members are allowed to advertise; however, the member cannot use false or misleading statements in his or her advertising, such as:</p> <ul style="list-style-type: none"> <li>• promising a result that cannot always be delivered (e.g. "get that job you always wanted");</li> <li>• using comparisons, superlatives, suggestion of uniqueness (e.g. "for the most caring treatment"); or</li> <li>• appealing to a person's fears or creating an unreasonable expectation of a favourable result (e.g. "never be lonely again").</li> </ul> <p>These examples are issues identified for this profession or taken from the Ministry of Health and Long-term Care's Guidelines on Advertising.</p> | <p>This is a common provision.</p> <p>The public could be duped into purchasing or believing in unwarranted and unproven treatments if such advertising were permitted. Misleading advertisements can exploit the public and result in ineffective or harmful treatment choices. The reputation of the member and the profession could be harmed if false or misleading advertising is permitted.</p> |
| <p>29. Using or permitting the use of a testimonial from a client, former client or other person in respect of the member's practice.</p>  | <p><b>Testimonials:</b> A testimonial is a statement from another person as to the quality of the member's services. Testimonials are subjective and unreliable.</p>  | <p>This is a common provision. Testimonials are inherently unverifiable and are not useful in choosing a practitioner because each client, and each situation, can be unique. Further, a member must not place any undue</p>  |

| Proposed Provision   | Explanation   | Rationale   |
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|  | For further information on advertising, please see subsection (4) of the Regulation below.  | pressure on a client to become a “spokesperson” for the member and his or her treatments.   |
| 30. Soliciting or permitting the solicitation, in respect to the member’s practice, of an individual in person, by telephone, through electronic communications or by similar means. This provision does not prevent a member from providing a reminder or notification to a client about follow up or recurring services. | <b>Soliciting Business:</b> This provision does not prevent the member from advertising to the general public or calling a client to remind him or her of an upcoming appointment or service. Rather, the member should refrain from targeted advertising to individuals or from using communications techniques that can pressure potentially vulnerable persons. This extends to all “electronic communications” such as telephone, teleconference, videoconference, web-based, email, texting, and social media. | This is a common provision. Members must not pressure clients or prospective clients into using their services, particularly vulnerable people. Such pressure can result in unnecessary services being provided and in clients losing their freedom of choice.  |
| 31. Influencing a client or the client’s representative to change the client’s will or other testamentary instrument.  | <b>Influencing Wills:</b> Members sometimes deal with clients who are in the midst of life-changing and end-of-life decisions. A member’s role is to provide health services to the client and not to influence the autonomy of clients to make these decisions.  | Such clients are vulnerable and may be unduly influenced by the member. Using that influence to affect a client’s personal decision is inappropriate and, at a minimum, involves a boundary violation. At worst, the member could use his or her influence to personally benefit from the decision.                             |
| 31A. Failing to use one’s regulated title when representing one’s profession or acting in one’s professional capacity  | <b>Failing to Use One’s Title:</b> Each class of registration has an official title (e.g. Registered Mental Health Therapist, Registered Psychotherapist). All members are expected to use their official title or abbreviation when acting in their capacity as a member of the profession (e.g. seeing clients, teaching students).   | Requiring members to use their official title ensures that the public knows the professional status of members when dealing with them.  |
| 32. Inappropriately using a term, title or designation in respect of the member’s practice.  | <b>Terms and Titles:</b> This provision and the next deal with the use of titles in a manner that would be misleading to the public. The appropriate general term, title or designation that a member can use is the one set out in the Registration Regulation (e.g. “Registered Psychotherapist”, or “Registered Mental Health Therapist”). The use of other occupational titles, terms and designations is potentially confusing and must only be done in appropriate ways (as set out in the next               | The use of consistent, appropriate and clear titles helps the public know who they are dealing with and prevents confusion. The public tends to place a great deal of trust in certain titles, particularly the title “Dr.” which is statutorily protected and cannot be used in a health care setting without legal authority. |

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|   | <p>provision). For example, members are not permitted by the <i>Regulated Health Professions Act</i> to use the title “Dr.” when offering or providing health care services, even if they have an earned Ph.D.</p>   |   |
| <p>33. Using any term, title or designation indicating or implying certification or a specialization in an area or areas of practice of the profession unless</p> <ul style="list-style-type: none"> <li>a) it is conferred by a recognized credentialing body,</li> <li>b) it is earned,</li> <li>c) it meets established standards, and</li> <li>d) prominence is given to the member’s regulated title</li> </ul> <p>until such time as the College may establish a formal specialist recognition program.</p> | <p><b>Certification and Specialization:</b> This provision amplifies and clarifies the criteria that members should employ in determining whether their use of a term, title or designation is legitimate. The intent is to ensure that members can use terms, titles and designations that are meaningful and recognized while, at the same time, not permitting members to use confusing or unrecognized designations. The College may develop guidelines to assist members who are unsure as to whether their term title or designation is generally recognized. In the future, the College may develop a system for recognizing specialties and specialist certification.</p> <p>To be clear, describing oneself in a role such as a “clinical supervisor” (see the Glossary for “supervisor”), does not violate this provision.</p> <p>A member cannot use the title Dr. when offering or providing health care services, including psychotherapy. The title may be used in a non-clinical setting.</p> | <p>The public expects verified expertise in a member who holds him or herself out as a specialist or as someone having a certification. Holding oneself out as a specialist or as having a certification that does not reflect meaningful and recognized additional training and experience is misleading and dishonest. It could also put the public at risk.</p> <p>Any certification or specialist designation should not be given more prominence than one’s official professional designation with the College. It is the latter that indicates to the public that the member is professionally accountable.</p> |
| <p>34. Practising the profession or offering to provide services using a name other than the member’s name as entered in the register.</p>  | <p><b>Name of Member:</b> The name the member uses with his or her clients must be recorded in the College’s register. The member provides the name(s) he or she will use in the application for registration and on annual renewal.</p> <p>It is acknowledged that a member may use a nickname with his or her clients. The College will</p>  | <p>Clients and the public are entitled to know the name of the member they are dealing with and to verify the registration status of any member. Moreover, the College needs to be able to identify a member if a complaint or report is made to the College.</p>   |

| Proposed Provision  | Explanation  | Rationale  |
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|   | <p>permit members to register nicknames with the College.</p> <p>It is recommended that the legal name (along with any nickname) be indicated on official documents such as accounts, business cards, pamphlets, etc.</p> <p>This provision does not preclude the creation or use of business names, so long as the member also uses his or her name as set out in the register when identifying him or herself personally and on key documents (e.g. invoices).</p>   |  |
| <p>35. Failing, without reasonable cause, to provide a report or certificate relating to a treatment performed by the member, within a reasonable time, to a client or the client's authorized representative after the client or authorized representative has requested such a report or certificate.</p> | <p><b>Providing Reports:</b> A member must provide a requested report to the client, or the client's authorized representative (which may be any duly authorized representative such as a lawyer or insurance company) within a reasonable time period (usually no more than 30 days).</p> <p>The member should have an effective system within his or her office to track such requests to ensure that the reports, etc., are provided in a timely manner.</p> <p>An example of reasonable cause not to provide a report promptly is where some critical information for the report is unavailable, or the member is so ill that he or she cannot practise. However, the inability of a client to pay for the report in advance is not a valid reason for declining to provide or release the document.</p> | <p>This provision ensures that clients receive necessary information in a timely manner. Such reports are usually required for legal proceedings, or employment and insurance matters. Delays or refusals to provide such reports in a timely manner could seriously disadvantage the client. If the client needs the report to hold the member accountable for his or her decisions, that goal could be thwarted by withholding the report.</p> |

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| <p>36. If the member intends to close his or her practice, failing to take reasonable steps to give appropriate notice of the intended closure to each client for whom the member has primary responsibility, or failing to,</p> <ul style="list-style-type: none"> <li>i. ensure that each client's records are transferred to the member's successor or to another member, if the client so requests, or</li> <li>ii. ensure that each client's records are retained or disposed of in a secure manner.</li> </ul> | <p><b>Closing a Practice:</b> A member is obligated to advise his or her clients if the member intends to close his or her practice. The notice should occur well in advance of the scheduled closure and should reach each client. Examples of such notice include signs in the office well in advance of the closure date, and individual communication with clients.</p> <p>The <i>Personal Health Information Protection Act, 2004</i> requires the estates of custodians (such as individual practitioners) to take similar measures if the member dies or becomes incapacitated. The College encourages members (the only individuals whom the College regulates) to have contingency plans in place for this sort of eventuality.</p>   | <p>The client needs to know where the record is so that he or she can access it for future treatment or other reasons. The information in the client's chart is confidential and necessary to continue the care of the client. Proper transfer or storage in a manner known by the client is essential.</p> <p>Part IV of the <i>Personal Health Information Protection Act, 2004</i> has codified this obligation.</p>   |
| <p>37. Failing to promptly report to the College reasonable grounds of an incident of unsafe practice by another member. In making such a report, the member shall not include the identity of the client unless the client consents to such disclosure or such disclosure is otherwise permitted by law.</p>  | <p><b>Reporting Unsafe Practice:</b> Members have an obligation to report a colleague's behaviour where there is likelihood that someone has suffered or will suffer serious damage as a consequence of the member's unsafe practice. The member needs to have reasonable grounds that such an incident occurred before making a report, but does not have to have personally observed the incident. Reasonable grounds include apparently reliable information about an incident from another person (including a client). The member is not obligated to investigate unsafe practice – only to report matters that the member has learned about. This duty to report is in addition to the mandatory reporting provisions of the <i>RHPA</i>.</p> <p>Please note that any such report must be made "promptly." Delay in making such a report could also constitute misconduct.</p> <p>Unless the client consents or there is other legal</p> | <p>This provision balances the need to protect the public from inappropriate conduct against requiring the member to report every minor transgression. Requiring incidents of unsafe practice be reported enables the College to take appropriate action to prevent such incidents occurring again. The provision also reinforces the obligation of self-regulating professionals who have a responsibility to ensure that the public is being protected, and it facilitates the ability of the College to regulate the profession.</p> |

| Proposed Provision  | Explanation   | Rationale  |
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|   | authorization (e.g. where there is a risk of ongoing harm), the member should not include the client's identity in the report. If the College requires the identity to pursue an investigation, it can compel its disclosure at that point in time.   |  |
| 38. Practising the profession while the member's ability to do so is impaired by any condition or dysfunction or substance which the member knows or ought to have known impairs his or her ability to practise.  | <b>Impairment:</b> This provision complements the incapacity provisions starting at section 57 of the RHPA and applies when the member chooses to provide services while impaired. It also applies when impairment prevents the member from taking appropriate action to avoid practising while impaired. For example, if a member is attending a party and planning to drink alcohol, a plan is needed to ensure that the member does not go to work the next day still impaired or experiencing a hangover.   | The public must be protected from members who are not capable of practising. Choosing a course of action that will likely place the member in circumstances of practising while impaired, is unprofessional and puts the public at risk. |
| 39. Contravening, by act or omission, a provision of the Act, the <i>Regulated Health Professions Act, 1991</i> or the regulations under either of those Acts.  | <b>RHPA Compliance:</b> The "Act" refers to the <i>Psychotherapy Act, 2007</i> . Members are expected to be familiar with the requirements of the statutes and regulations that apply to their practice (e.g. when a mandatory report must be made, the duty to cooperate with an investigator appointed by the College). The College will provide "jurisprudence" resources to help members upgrade their knowledge of the requirements of the legislation. A member cannot plead ignorance to the obligations under these Acts and should be familiar with the relevant provisions. | This is a common provision. Members of a regulated profession need to know the rules they are bound by, and that breaching those rules is professional misconduct.   |
| 40. Contravening, by act or omission, a law in Canada or elsewhere if, <ul style="list-style-type: none"> <li data-bbox="262 1209 703 1299">i. the purpose of the law is to protect or promote physical or mental health, or</li> <li data-bbox="262 1315 703 1388">ii. the contravention is relevant to the member's suitability to</li> </ul> | <b>Compliance with Law:</b> A member can contravene an act by either doing something ("by act") or by failing to do something ("by omission") with regard to the RHPA, the <i>Psychotherapy Act, 2007</i> , and a variety of other laws regulating public health and occupational safety. So members need to be aware of <u>all</u> relevant laws that affect their practice and the health of their clients. As noted above, the College will be providing   | This is a common provision. Members of a regulated profession must know the rules that apply to them and understand that breaching those rules, or behaving illegally outside of Ontario, is professional misconduct                     |

| Proposed Provision   | Explanation   | Rationale   |
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| practise   | <p>“jurisprudence” resources to assist members.</p> <p>While members cannot be expected to know the details of local requirements in every jurisdiction in the world, members are expected to not deliberately or recklessly engage in illegal behaviour outside of Ontario. However, the College’s jurisdiction over the member applies wherever the member may be. For example, the use of illegal mind altering drugs on clients outside of Canada would be subject to College sanction.</p>   |   |
| 41. Contravening, by act or omission, a term, condition or limitation on the member’s certificate of registration. | <p><b>Compliance with TCLs:</b> The College will issue a certificate of registration to members and the member must adhere to all terms, conditions or limitations on the Certificate.</p> <p>Some terms, conditions and limitations are imposed by regulation (e.g. if the member is disciplined in another jurisdiction, he or she must report this to the College). Some are imposed by a committee (e.g. a Discipline Committee order to successfully complete a course).</p> <p>If the member disagrees with a term, condition or limitation, he or she must take the appropriate appeal measures and not unilaterally breach the term, condition or limitation.</p> | <p>Terms, conditions and limitations are imposed to protect the public. Any breach of them must be enforceable through discipline. This provision also reinforces the authority of the College to regulate the profession.</p>  |
| 42. Practising the profession while the member’s certificate of registration has been suspended.                   | <p><b>Practising while Suspended:</b> The College has sole authority to issue a certificate of registration and to suspend it. A member whose certificate is suspended must refrain from practising.</p> <p>If the member disagrees with the suspension, he or she must take the appropriate appeal measures and cannot practise until the certificate has been re-issued.</p>  | <p>This is a common provision that reinforces the authority of the College to suspend the member’s certificate, stopping him or her from practising, and thereby protecting the public.</p> <p>This also reassures the public that only practitioners who are authorized by the College will be able to practice.</p> |

| Proposed Provision  | Explanation  | Rationale  |
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| <p>43. Directly or indirectly benefiting from the practice of the profession while the member's certificate of registration is suspended, unless full disclosure is made by the member to the College of the nature of the benefit to be obtained, and prior approval is obtained from the Executive Committee.</p> | <p><b>Income while Suspended:</b> While suspended, the member must not receive any benefits from practising of the profession. If the member hires someone to operate his or her practice during a suspension, the member must ensure that he or she does not derive any income from it.</p> <p>The Executive Committee can permit exceptions in compassionate circumstances (e.g. if the member's spouse is also registered with the College, it would be unfair to prohibit the spouse from practising during the suspension because the family will receive income from the spouse's work).</p> | <p>This is a common provision. A suspension is intended to prevent the member from benefiting from his or her professional status. The purpose of a suspension is defeated if the member profits from the operation of his or her practice by others. The provision ensures that a member does not circumvent the suspension.</p>  |
| <p>44. Failing to comply with an order of a panel of the College.</p>   | <p><b>Compliance with Panel Orders:</b> Panels are sub-groups of the committees of the College.</p> <p>There are several committees within the College that have the ability, and the responsibility, to issue orders that are binding on members.</p> <p>If a member does not agree with an order, he or she must take the appropriate appeal route and cannot simply disregard or ignore the order.</p>  | <p>In accepting a certificate of registration from the College, the member obtains privileges (i.e. the ability to use the title Registered Psychotherapist) and also accepts obligations, such as recognizing the authority of the College. If a member fails to comply with an order of a panel of the College, he or she is openly challenging this authority and compromising the public protection provided by the panel's order. This would erode the public's confidence in the College to regulate the profession.</p> |
| <p>45. Failing to appear before a panel of the Inquiries, Complaints and Reports Committee to be cautioned.</p>   | <p><b>Attending Cautions:</b> The Inquiries, Complaints and Reports Committee (ICRC) deals with complaints or reports about a member's alleged misconduct, incompetence or incapacity.</p> <p>If a complaint or report raises concerns that warrant educational action short of discipline, the ICRC can require the member to attend before it to be cautioned (i.e. a verbal warning). This is not a penalty. It does not occur in public and is intended to be remedial and advisory.</p>   | <p>The provision reinforces the authority of the College.</p> <p>When the ICRC issues a caution, it is reaching out to the member to provide direction and assistance to help the member discharge his or her duties, so the public can be better protected and served.</p> <p>If a member refuses to adhere to the ICRC's request, he or she is repudiating the authority of the College and refusing required</p>  |

| Proposed Provision  | Explanation  | Rationale  |
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|   | If the member refuses or fails to attend before the ICRC, the member can be found to have committed professional misconduct.   | assistance. The public is not served by such behaviour.  |
| 46. Failing to carry out or abide by an undertaking given to the College or breaching an agreement with the College.  | <b>Fulfilling Undertakings:</b> An undertaking is a promise made by a member to the College (e.g. completing a course to upgrade skills), often negotiated as an alternative to formal disciplinary action. It is considered a very serious matter for a member to break such a promise. If the member breaches an undertaking the member has committed professional misconduct.   | It is unprofessional for a member not to fulfill a promise to the College. This provision reinforces to the member that such agreements are to be taken seriously and that failure to abide by such agreements could result in a finding of professional misconduct. |
| 47. Failing to co-operate with a College investigation.   | <b>Cooperation with Investigations:</b> A member is obligated to fully co-operate with the College during an investigation of the member or another member. It is expected that the member will co-operate in a timely manner, including providing access to the facilities, records, or equipment relevant to the investigation. The member must also exhibit appropriate behaviour during the investigation and not subject the investigator to rude, threatening or obstructionist behaviour.   | This provision reinforces the obligation to assist the College in protecting the public by investigating any complaint or report.  |
| 48. Failing to reply appropriately, fully, accurately and within thirty days to a written inquiry or request from the College.  | <b>Responding to College:</b> If the College formally contacts a member in writing, the member must respond. An appropriate response is complete (i.e. provides all the information requested), accurate, made in writing, and timely.   | This provision reinforces the obligation to assist the College when asked. A fundamental attribute of governability is responding to inquiries from the College. Otherwise the member cannot be regulated.   |
| 49. Failing to co-operate with an investigator of the College or of another regulated health profession who produces evidence of his or her appointment under section 75 of the <i>Health Professions Procedural Code</i> . | <b>Cooperation with Other Colleges:</b> The Registrars of all the health regulatory Colleges can appoint an investigator to gather evidence to determine whether a member has committed an act of professional misconduct or is incompetent. Once evidence of this appointment is made known to the member, he or she must co-operate with requests of the investigator (as described in paragraph 47, above). This duty extends to an investigator from another health regulatory College conducting and investigation of one of its members. | This provision encourages interprofessional collaboration and ensures all health care professionals act in the public interest at all times. Such reciprocal provisions also ensure that all available information is obtained in investigations.                    |

| Proposed Provision  | Explanation  | Rationale  |
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| 50. Selling or assigning any debt owed to the member for professional services. This does not include the use of credit cards to pay for professional services.   | <b>Selling Client Debts:</b> The member is entitled to hire a collection agency to collect unpaid accounts for professional services. However, the member cannot “sell” or “assign” the debt to the collection agency.   | If a member were permitted to sell or assign the debt, he or she would not control how the debt was collected. It is in the interest of the public that such activity be conducted with professionalism. By ensuring that the debt remains that of the member, who sets the terms of its repayment, the process can be discharged properly.        |
| 51. Engaging in conduct or performing an act relevant to the practice of the profession that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.                                  | <b>Disgraceful, Dishonourable or Unprofessional:</b> This is a “catch-all” or “basket” clause that captures any misconduct that is not in the course of practising the profession specifically described above. It refers to conduct which there is a consensus within the profession that it is unacceptable.<br><br>This provision is not intended to capture the legitimate exercise of professional discretion or mere errors of judgment.   | This provision is universal among regulated professions and is derived from a leading 1894 court case. If a member commits an act of misconduct that does not fit within an established provision, this “catch all” provision is intended to capture it outside the wording of the specific definitions of professional misconduct.                |
| 52. Engaging in conduct that would reasonably be regarded by members as conduct unbecoming a practitioner of psychotherapy.   | <b>Conduct Unbecoming:</b> This provision is intended to capture conduct that is outside the practice of the profession (e.g. misbehaving in a manner that reflects poorly on one’s integrity). Generally it applies to conduct that is dishonest (e.g. fraud) or that involves a serious breach of trust (e.g. child abuse).  | This common and historically tested provision ensures that unbecoming conduct, which is not enunciated in this Regulation, but warrants a finding of professional misconduct, will not be outside the scope or reach of the College.   |
| 53. Failing to make reasonable attempts to coordinate the care of a client with the client’s other relevant health care providers unless the client refuses to consent to such coordination, or unless such coordination is counter-therapeutic or unnecessary. | <b>Coordinating Client Care:</b> Traditionally, there has been some reluctance to engage in collaboration between psychotherapists and some other professions, perhaps because psychotherapists were not regulated. This provision recognizes that collaboration is a two-way street and that psychotherapists can only attempt to foster collaboration. If other health care providers refuse to participate, psychotherapists cannot be faulted. In addition, under <i>PHIPA</i> , a client has a “lock box” right to refuse to consent to the psychotherapist sharing the client’s personal | Interprofessional collaboration is a key value in recent amendments to the <i>RHPA</i> . It facilitates coordinated and consistent treatment and ensures that all of the client’s health care providers have all of the appropriate information. This provision motivates the practitioner and College to promote interprofessional collaboration. |

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|  | <p>health information with others in the client's circle of care. In this context a third party payor (e.g. an insurance company) is not a healthcare provider. It is unnecessary to attempt collaboration where the collaboration would, in the reasonable opinion of the member, provide no benefit for the client or would be counter-therapeutic. More detail will be provided in guidelines.</p>   |   |
| <p>54. Knowingly making a false, misleading or vexatious complaint or report to the College about another member.</p>  | <p><b>False or Vexatious Complaints:</b> While members have an obligation to report serious misconduct, incompetence or incapacity to the College, they should not use the complaints process for ulterior purposes. A complaint made in good faith to protect the public is appropriate. A vexatious complaint made for ulterior motives (e.g. to further a civil or domestic dispute) and made knowing that it likely has no validity, is not appropriate. Repetitious complaints on the same matter are often considered vexatious.</p>  | <p>Abusing the complaints process is unprofessional, unfair to the other member and wastes regulatory resources.</p>  |
| <p>55. Providing professional services through electronic communication technologies unless,</p> <ul style="list-style-type: none"> <li>a) express consent is provided by the client to receiving professional services through the medium,</li> <li>b) the member ensures that the professional liability insurance required under the by-laws provides coverage for the services.</li> </ul> | <p><b>Electronic Practice:</b> Technology is quickly becoming an important issue for the provision of mental health services. Generally, the rules that apply to all professional services apply to electronic health services as well (e.g. the requirement to conduct an assessment, record-keeping, confidentiality, collaboration with other health care providers, etc.). However, this provision requires that the client explicitly (i.e. verbally or in writing) agree to receiving services through the medium (e.g. there has been a discussion of confidentiality concerns related to use of the medium). Inquiries indicate that liability insurance is available for members to provide e-practice within Ontario and North America. Coverage may not be available for practice outside North America, unless the person is a pre-existing client. Members will need to consult with their insurers to verify personal coverage.</p> | <p>Electronic practice poses special challenges. This provision covers the two most pressing concerns that have been identified in providing professional services in this manner. It helps ensure that electronic health services are provided ethically and are not used to circumvent safeguards that would otherwise be in place.</p> |

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| <b>Part II – Conflict-of-Interest</b>  |  |   |
| 2. (1) For the purposes of this Part, the following definitions apply unless the context indicates otherwise:  | <b>COI Definitions:</b>  | The rationale for this section is to provide further guidance to the member on understanding the concept of conflict-of-interest and how to avoid it.   |
| "benefit" includes any advantage or gain, whether direct or indirect, and whether or not it is monetary in nature;   | As noted in the definition, a "benefit" can be something other than money. It could involve goods (e.g. a flat-screen television) or services (e.g. free use of a condo).  | The rationale for this provision is to define "benefit."  |
| "person" includes a corporation;   | A corporation is a legal person.   |   |
| "related corporation" means a corporation wholly or substantially owned or controlled by the member or a related person of the member;   | A conflict-of-interest may arise where the member obtains an inappropriate benefit, or where a business related to the member benefits or confers a benefit. For example, if a member refers a client to a yoga store and the store is a family business, a conflict-of-interest exists. Similarly, if a member's family business, rather than the member himself or herself, pays money to a physician for referrals to the member, the conflict-of-interest still exists.  | The rationale for this provision is to define "related corporation" and to clarify that an indirect benefit can also constitute a conflict-of-interest. |
| <p>"related person" means any person connected with a member by blood relationship, marriage, common-law or adoption, and</p> <ul style="list-style-type: none"> <li>i. persons are connected by blood relationship if one is the child or other descendant of the other or one is the brother or sister of the other;</li> <li>ii. persons connected by marriage if one is married to the other or to a person who is connected by</li> </ul> | A conflict-of-interest may arise when the member obtains an inappropriate benefit, and when an individual related to the member benefits or confers a benefit. For example, if a member refers a client to a yoga store and the store pays the member's relative, a conflict-of-interest exists. Similarly, if a member's relative, rather than the member himself or herself, pays money to a physician for referrals to the member, the conflict-of-interest still exists. | The rationale for this provision is to define "related person" and to clarify that an indirect benefit can also constitute a conflict-of-interest.      |

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| <p>blood relationship to the other;</p> <p>iii. . persons are connected by common-law if the persons have, for a period of not less than three years, cohabited in a relationship of some permanence; and</p> <p>iv. persons are connected by adoption if one has been adopted, either legally or in fact, as the child of the other or as the child of a person who is so connected by blood relationship.</p>        |  |  |
| <p>(2) A conflict-of-interest exists where there is an arrangement or relationship between the member or a related person or related corporation and a person where a reasonable person could conclude that the exercise of the member's professional expertise or judgment may conflict with, or be influenced by, the arrangement or relationship. A conflict-of-interest may be actual, potential or perceived.</p> | <p><b>What is a COI:</b> Even if an actual conflict-of-interest has not occurred, the member can still trigger this provision if he or she allows a potential or a perception of a conflict-of-interest to occur. For example, if a yoga store gives a large payment to the member at the end of the year to thank the member for referring clients all year, an appearance of a conflict-of-interest exists. This appearance exists even if the member did not expect the gift and would have referred the clients without it.</p> <p>This standard will be measured objectively.</p> | <p>This provision reminds members that they are to be wary of creating any perception of a conflict-of-interest. It also educates the public that members should not place themselves in any form of conflict-of-interest. This reassures the public that the client's interests always come first in the mind of the member.</p> <p>Members can point to this provision when declining to accept inappropriate gifts.</p> |
| <p>(3) Without limiting the generality of subsection (2) a member has a conflict-of-interest where that member or a related person or related corporation, directly or indirectly,</p>   | <p><b>Examples of COI:</b> This provision provides examples of the more common types of conflicts of interest that have arisen, either in the experience of the transitional Council, or in the experience of other professions.</p>   | <p>The examples provide further guidance to members and are either issues identified for this profession or are taken from the Ministry's Guidelines on Advertising.</p>   |
| <p>i. accepts a rebate, credit or other benefit by reason of the member referring a client to any other</p>  | <p><b>Referral for Referral:</b> A member should only refer a client to another person if the client requires or requests the service. The member</p>  | <p>To ensure that referral recommendations are made solely with a view to obtaining maximum benefit for the client. Referrals for</p>  |

| Proposed Provision   | Explanation  | Rationale   |
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| person;  | should choose the place of referral solely on the basis of merit and benefit to the client, and not because the member hopes to receive a benefit as a result of that referral.  | the benefit of the member can promote unnecessary services.   |
| ii. offers, makes or confers a rebate, credit or other benefit to a person by reason of the referral of a client to the member;  | <b>Benefit for Referral:</b> A member cannot offer a “benefit” to a person in order to receive referrals of clients. This is the reverse side of subparagraph i.   | To ensure that referral recommendations are made solely for the benefit of the client. Referrals for the benefit of the member can promote unnecessary services.  |
| iii. offers, makes or confers a rebate, credit or other benefit to a client where the service is paid in whole or in part by a third party except for the provision to the client, at no charge, of a product of nominal value to be used in the maintaining or promoting of well-being or health; | <b>Benefit to Clients:</b> Where a third party pays for the service (e.g. an insurance company), it is inappropriate to give the client expensive gifts to come in for services. For example, giving an electronic game to clients who come in for a costly series of treatments is improper. The giving of a small, health promoting product is acceptable. For example, many dentists give a toothbrush to clients, which is fine as no one would go to a dentist just to get a toothbrush and the toothbrush will encourage the client to brush with an effective instrument. | Inducing a client to come in for a service paid by a third party (e.g. an insurance company) by giving lavish gifts promotes unnecessary treatment and could involve fraud. There have been instances in other professions where this conduct has occurred (e.g. free shoes for clients who obtain an expensive, insurance-paid orthotic insert). |
| iv. accepts, makes or confers a rebate, credit or other benefit in respect of materials or equipment including those intended to be provided to clients;   | <b>Benefit from Suppliers:</b> This provision covers benefits related to supplies or equipment. For example, a member should not accept a benefit for using or recommending a supplier’s supplement. The member’s choice of supplements should be based solely on quality for the client. Even volume discounts, unless passed on to the client, cannot be received.   | To ensure that any equipment and supplies are selected solely for the benefit of the client and not for the benefit of the member.  |
| v. uses without reasonable payment any premises or equipment provided by a person who stands to gain financially from the supplying of materials or equipment by or to the member or the member’s clients;   | <b>Benefit for Premises:</b> The member needs to pay a reasonable amount (e.g. the market rate) for any premises or equipment used in his or her practice or used personally.  | This provision ensures that the member does not place him or herself in a conflict-of-interest with a landlord or supplier. All premises and equipment must be paid for at a reasonable, market rate. Otherwise there is at least an appearance that the member will favour the landlord or supplier in the member’s recommendations.             |

| Proposed Provision   | Explanation   | Rationale  |
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| <p>vi. enters into an agreement or arrangement or causes another member to enter into an agreement or arrangement that interferes with the member's ability to properly exercise his or her professional expertise or judgment in respect of the treatment or referral of a client;</p>  | <p><b>Agreement to Compromise Standards:</b> The member cannot enter into an agreement or arrangement, or coerce another member into an agreement or arrangement, that prevents the member from placing the needs of the client first. For example, an agreement that a member will provide a certain treatment to all clients is improper because that decision must be made on an individual assessment of the client's needs.</p>  | <p>This provision reassures the public that despite any contractual obligations, the member will always place the needs of his or her clients first. The existence of this provision can be used by members to show the other party when negotiating agreements.</p>   |
| <p>vii. engages in any form of revenue, fee or income sharing with any person other than:</p> <ol style="list-style-type: none"> <li>1. another member of the College;</li> <li>2. a member of another College;</li> <li>3. a health professional corporation;</li> <li>4. a social worker or social service worker or a professional corporation for a social worker or a social service worker;</li> <li>5. a non-profit organization whose health services are substantially funded by a Canadian government; or</li> <li>6. under an arrangement with a non-profit organization that has been approved by the Executive Committee;</li> <li>7. a person who is not described in paragraphs 1 to 4 unless there is a written contract with the person stating that the</li> </ol> | <p><b>Fee Splitting:</b> This provision allows the member to join a health team. However it prevents the member from practising, or sharing any revenue, fee or income, with anyone not involved in the care of the client, or who does not share the same values as members of the profession, unless there is a written contract giving the member control over all professional decisions.</p> <p>An example of an improper arrangement, without such a contract, is to enter into a partnership with an investor whereby the investor will receive a percentage of the billings or a percentage of the profits.</p> | <p>This provision restricts the people and organizations that the member can work with. Arrangements with those who share the values of the profession (e.g. effective, safe and necessary services at a reasonable cost) are permitted. Arrangements with those who have no commitment to those values, and who are not themselves accountable to regulators, are not permitted without appropriate safeguards. The latter arrangements may result in the investor or partner pressuring the member to cut corners or to provide unnecessary treatment.</p> |

| Proposed Provision   | Explanation   | Rationale  |
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| <p>member is responsible for all professional decisions and maintaining professional standards.</p>  |   |  |
| <p>viii. recommends or suggests a product to a client that is sold in any premises associated with the member without first issuing a written description of the product and advising the client that he or she may purchase the product elsewhere without affecting the client-practitioner relationship;</p> | <p><b>Recommending Products:</b> The member may not use his or her influence with the client to pressure the client into purchasing products from the member's practice or the member's landlord. The member must: proactively advise the client that he or she is not obligated to purchase products from the member or the member's landlord; give the client sufficient information to purchase the product elsewhere; and advise the client that any such decision does not affect the relationship.</p>  | <p>This provision assures the public that any recommendation or suggestion made by the member is in the client's interest only. It also gives the client the choice to obtain products elsewhere, perhaps at a lower price or at a more convenient location.</p>   |
| <p>ix. sells a product to a client without first advising the client that he or she may purchase the product elsewhere without affecting the client-practitioner relationship;</p>   | <p><b>Selling Products:</b> The member will not use his or her influence with the client to pressure the client into purchasing products from the member's practice. The member must proactively advise the client that he or she is not obligated to purchase products from the member; give the client sufficient information to purchase the product elsewhere; and advise the client that any such decision does not affect the relationship.</p>   | <p>This provision assures the public that any recommendation or suggestion made by the member is in the client's interest only. It also gives the client the choice to obtain products elsewhere, perhaps at a lower price or at a more convenient location.</p>   |
| <p>x. has another relationship with a client, in addition to the professional one, that would reasonably be seen as affecting the member's professional judgment or would reasonably be seen as adversely affecting a client's confidence in the member;</p>   | <p><b>Multiple Relationships:</b> Members should avoid having dual or multiple relationships, in addition to the professional one, with their clients (e.g. relative, friend, student, employee). But hard and fast rules in this area are impossible to make because circumstances vary. For example, in a remote area with few other psychotherapists, it may be impossible not to have some other relationship with the client (if only as a member of the same small community). In those circumstances, one would look to the nature of the client's condition, the nature of the treatment, the nature of the other relationship(s) and the safeguards in place (e.g. supervision).</p> | <p>Multiple relationships are prone to cause confusion for both the member and the client (e.g. in what capacity is certain information being provided? Do I need to acquiesce to a request because my therapist is also my boss?). Such relationships may also affect the member's professional judgment (e.g. this client is my friend so I can say this).</p> |

| Proposed Provision  | Explanation  | Rationale   |
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| xi. barter his or her services with a client except for products or services of equal or lesser value for a client who cannot afford to pay, so long as it would not reasonably be seen as affecting the member's professional judgment or would not reasonably be seen as adversely affecting a client's confidence in the member.   | <b>Bartering:</b> Bartering involves the trading of one's professional services for a non-monetary benefit. For example, one therapy session in exchange for some baked goods or vegetables grown by the client. Another exchange might be three sessions of therapy for a piece of pottery made by the client. The member may not barter services for an item of greater value, and can offer this only to clients unable to pay in dollars. Members should ensure that all bartering arrangements are clearly spelled out and agreed to before therapy commences or continues. | Bartering involves trading services that are difficult to quantify. It requires an equality of bargaining power to be fair. It also involves the sharing of personal information, which may not always be appropriate, and may create dual or multiple relationships.   |
| (4) No member may engage in a conflict-of-interest.   | <b>Prohibition:</b> This provision sets out the general prohibition against engaging in a conflict-of-interest. The next provision then lists the exceptions.  | Conflicts of interest prevent a member from exercising his or her professional judgment in the sole interest of the client.   |
| (5) Despite subsection (4) a member may refer a client to a related person or a related corporation for either a service or a product so long as the client is first advised both verbally and in writing of the following: <ul style="list-style-type: none"> <li>i. the nature of the relationship with the related person or related corporation;</li> <li>ii. the name and contact information of other local providers of the service or product (or if there is no local provider, other providers who are as geographically close to the client as possible); and</li> <li>iii. that the client's choice of another provider of the service or product will not affect the client's ability to obtain the same service from the member as if the client had</li> </ul> | <b>Referrals to Oneself:</b> Members are not prohibited from making self-referrals so long as the safeguards listed in the regulation are followed. The safeguards include: <ol style="list-style-type: none"> <li>1. Disclosure of the conflict (e.g. "this book store is owned by my family");</li> <li>2. Providing options (e.g. "here are three other places where you can get this product"); and</li> <li>3. Reassurance (e.g. "I won't be upset if you get the product elsewhere – you are still welcome here for treatment").</li> </ol>                                | Technically, a referral to a related person or corporation puts the member into a conflict-of-interest. However, there will be situations where this is appropriate. This provision explains to the member that as long as the member adheres to the safeguards in this section, he or she will not be putting him or herself in a prohibited conflict-of-interest. |

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| chosen the related person or related corporation.   |  |  |
| (6) A member shall, if requested, promptly provide to a representative of the College any document or explanation requested about the member's arrangement or relationship with another person to enable the College to assess whether there is a conflict-of-interest. | <b>Disclosure to the College:</b> If the College has reason to believe a member has a conflict-of-interest, it can ask the member to provide information to clarify the matter one way or another. The member must provide the information promptly.   | Conflicts-of-interest tend to be difficult to discern. They are often the result of hidden or secret arrangements. Therefore, it is important for the member to disclose all requested documentation and information to the College when asked. Otherwise the conflict-of-interest provisions may not be enforceable.  |
| <b>Part III – Record-Keeping</b>  |  |  |
| 3. (1) The standard of the profession for record-keeping relating to treatment of clients includes the following:   | <b>Treatment Records:</b> The provisions are not exhaustive, nor are the specific details of what must be recorded for each session. However, the profession understands what details are to be recorded. There are various ways to structure records, including dividing them into separate parts; this is permissible so long as the health information custodian (as defined in the <i>Personal Health Information Protection Act</i> ) is aware of the arrangement. Disclosure of records should be done with discretion and proper legal authority. However, if a portion of the record is withheld from disclosure (e.g. to a third party), the recipient must not be misled into thinking that he or she has the entire record. | This section ensures that the health record contains all information necessary for effective care for the client. Although the member owns the health record, clients are authorized, by law, to access the record. Further, the client is authorized to correct any errors in the health record.<br><br>This has been codified in section 52 of the <i>Personal Health Information Protection Act, 2004</i> . |
| (a) The written record shall be in legible English or French.   | <b>Language:</b> Services can be provided in any language and the information recorded in other languages, so long as all written entries are also in English or French. English and French are the generally accepted languages in Ontario for the health care system. The College recognizes that legibility is a matter of degree. The expectation is that readers can make out the meaning of what is being conveyed.  | To ensure continuity of care for the client, it is necessary that the record be in English or French so that other members of the client's health care team (hospitals, chiropractors, homeopaths, etc.) can understand the treatment provided to the client by the member. Failure to maintain a legible record would defeat the purpose of maintaining complete and accurate records.                        |

| Proposed Provision  | Explanation   | Rationale   |
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| (b) The record shall include appropriate subjective information provided by the client or his or her authorized representative.   | <b>Subjective Information:</b> The member will record relevant information provided by the client (e.g. the client's presenting problems, the client's understanding of his or her symptoms). The authorized representative of an incapable client is described in some detail in the <i>Health Care Consent Act</i> (e.g. power of attorney for personal care, family members by degree of closeness to the client). | This is a standard component of all health records.   |
| (c) The record shall include relevant objective observations.   | <b>Objective Information:</b> This provision requires the member to record relevant information observed by the member.   | This is a standard component of all health records.   |
| (d) The record shall include the results of any testing, including any raw data, and any testing from other health professionals obtained by the member to determine the condition of the client. | <b>Testing:</b> Testing, including psychological testing and results, needs to be recorded.   | This is a standard component of all health records.   |
| (e) The record shall include a notation or copy of the initial consent to treatment.  | <b>Consents:</b> At the beginning of the professional relationship the member will cover a number of fundamental matters with the client and there should be a record of at least the initial consent process. This will normally be done through a consent form, but could, in some circumstances be done by a note to the file.   | Documenting the initial consent process assists both the member in conducting treatment, and the client, should a question arise later. |
| (f) The record shall include the member's plan for therapy and goals.   | <b>Plan for Therapy:</b> Sufficient details should be provided of the plan for therapy to guide future sessions and evaluate change.  | This is a standard component of all health records.   |
| (g) The record shall include a notation of all relevant contact with the client.  | <b>Client Communications:</b> Advice and other communications with clients should be recorded (including letters, emails, texting, social media entries, notes of telephone calls, videoconferencing, referrals and follow-up activities, etc.).  | This ensures that the record encapsulates all relevant information between the member and the client.                                   |
| (h) The record shall include the relevant information obtained from any re-assessment of the client and any   | <b>Re-assessment:</b> Record-keeping is an ongoing requirement. Changes in assessment and plan for therapy must be noted so that the record is  | This is a standard component of all health records.   |

| Proposed Provision  | Explanation   | Rationale  |
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| modification of the plan for therapy and goals.   | current.  |  |
| (i) The record shall indicate who made each entry and when each entry was made.   | <b>Author:</b> A legible signature, (preferably with one's professional designation) is sufficient. In most situations (unless the client's condition is acute), the date is a sufficient indication of time. Normally the person providing the service makes the record.   | This is a standard component of all health records.  |
| (j) Any amendment to the record shall indicate what change was made, at what date, by whom, for what reason and shall ensure that the previous entries are legible. | <b>Amendments:</b> As noted in section 1(1) paragraph 26, a member cannot falsify a record. If an error is made in the record, the member (or delegate) cannot obliterate or white out the previous entry. The change to the record must follow proper procedure (usually a one-line strike-through with the date and initial of the person who made it and a reference to where the corrected entry can be found). | This ensures that the record will be accurate at all times and precludes any tampering or inappropriate alteration of the record.  |
| (k) The original record shall be retained by the member or the health information custodian for whom the member works and only copies shall be provided to others.  | <b>Original Record:</b> The only exception is where there is legal compulsion to provide the original record (e.g. in a police, coroner's or College investigation or pursuant to a summons). In such cases, the member needs to keep a legible copy. The term "health care custodian" is defined in the <i>Personal Health Information Protection Act, 2004</i> .  | This provision ensures the integrity of the original record.   |
| (l) An incident report of any unexpected negative outcomes including any injuries to the member or a person assisting the member.                                   | <b>Incident Reports:</b> Incident reports are made when a major unexpected negative outcome occurs (e.g. the client assaults the member). Incident reports should be made as soon as possible after the event has occurred.   | By definition, an incident report provides a detailed record of a significant event. It is prudent to maintain a contemporaneous record of the event in case the member is asked later to explain what occurred. |
| (m) A copy of, or if not made in writing, details of any mandatory reports made by the member.  | <b>Mandatory Reports:</b> Mandatory reports are made where the law requires the member to advise a person in authority of a serious concern. Mandatory reports are found both in the RHPA (e.g. for sexual abuse by practitioners) and in other statutes and law (e.g. a child in need of protection).  | A mandatory report provides a detailed record of a significant concern. It is prudent to maintain a contemporaneous record of the matter in case the member is later asked to explain what occurred.             |

| Proposed Provision  | Explanation   | Rationale   |
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| (n) The record shall be retained for ten years from the last interaction with the client or the client's eighteenth birthday, whichever is later, unless the member is employed by a health information custodian with a different retention period that is no less than seven years. | <p><b>Retention:</b> The member should maintain a system to ensure that the client record is retained for the time periods as set out in this provision. If a client is seven years old at the time of the last interaction, the record must be kept for 21 years. "Interaction" involves any contact with the client, including a telephone call or email.</p> <p>Ten years is the universal retention period for health practitioners in Ontario.</p> | This is a common provision.   |
| 3.(2) The standard of the profession for record-keeping includes creating and maintaining appropriate financial records for five years from the last interaction with the client or the client's eighteenth birthday, whichever is later.   | <p><b>Financial Records:</b> The College will develop standards and/or guidelines to assist members.</p>  | Such records enable the member to respond to questions from clients and to be accountable, including to the College, for his or her actions. For example, if there is a dispute about payment, the record can clarify the situation.    |
| 3.(3) The standard of the profession for record-keeping includes creating and maintaining an appointment and attendance record for five years.  | <p><b>Appointment Records:</b> The College will develop standards and/or guidelines to assist members.</p>  | Such records enable the member to respond to questions from clients and to be accountable, including to the College, for his or her actions. For example, such a record could confirm the attendance of the client on a particular day. |

## Professional Misconduct Regulation Glossary of Terms

“**Alternate Dispute Resolution (ADR)**” is an informal process for resolving an issue without a hearing. It includes dispute resolution processes and techniques to help disagreeing parties come to an agreement short of a hearing.

“**authorized representative**” is a person who has been appointed to act on one’s behalf in a matter (e.g. to give or refuse consent to the proposed treatment, perhaps through an attorney for personal care under a power of attorney).

“**bartering**” is trading one’s professional services for a non-monetary benefit.

“**benefit**” includes any advantage or gain, whether direct or indirect and whether or not it is monetary in nature.

“**block fee**” is an agreed upon fee for a series of services costing less than if the services were paid for individually.

“**client**” is the person to whom professional services are rendered.

“**communication**” can be oral, written, gestures, sign language and non-verbal communication; or electronic, including telephone, teleconference, videoconference, web-based, email, texting, and social media.

“**competence**” is the integration of knowledge, skills and judgment required to practice safely and effectively.

“**compliance**” is conforming to a rule, such as a policy, standard or law.

“**conflict-of-interest**” occurs when an individual or organization has multiple interests where there is a duty to be loyal to one interest.

“**consent to treatment**” is an agreement by the client or his or her authorized representative to undergo a specified assessment or treatment.

“**contravening by act or omission**” is failing to fulfill a professional responsibility either by one’s actions, or by not taking an action where action is required by a professional person.

“**controlled act**” is one of fourteen potentially dangerous health procedures specified in the *Regulated Health Professions Act* that can be performed only by those legally entitled to do so; “psychotherapy” is one of the controlled acts and is referenced in the *Psychotherapy Act 2007*.

“**Discipline Committee**” is a statutory committee of the Council that conducts hearings into complaints and concerns of professional misconduct and/or incompetence made against members of the College; such complaints and concerns are referred to it by the Inquiries Complaints and Reports Committee (ICRC).

“**electronic practice**” means conducting client contact or treatment via electronic means such as email, text, telephone, videoconferencing and other mediums.

“**exceptional and extenuating circumstances**” are situations where there is a compelling need for timely action (e.g. providing psychotherapy) and no other options are reasonably available.

“**Executive Committee**” is a statutory committee of the Council responsible for the effective governance of the College and empowered to make decisions on behalf of the Council when the latter is not in session.

“**Health Care Consent Act**” sets out rules for consenting to treatment, including for clients lacking the capacity to make such decisions.

“**health information custodian**” is an agency or individual empowered to keep health records as prescribed by the *Personal Health Information Protection Act, 2004*.

“**Health Professions Procedural Code**” is part of the RHPA and sets out roles, responsibilities and procedures for regulatory colleges and the rights and duties of their members.

“**Inquiries, Complaints and Reports Committee**” ICRC is a statutory committee that receives initial complaints and reports about members and determines the appropriate actions, including referrals to the Discipline Committee.

“**mandatory report**” is a statutory duty for the member to advise authorities of serious concerns about a client’s or another member’s activities, such as sexual abuse of a client, or neglect of a child.

“**member**” is a person registered with the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario (CRPRMHTO).

“**modality**” is a recognized therapeutic model, method, or technique used by a member.

“**person**” is an individual or a corporation.

“**plan for therapy**” is a document outlining the anticipated progression of therapy.

“**recognized credentialing body**” is an organization generally viewed by peers as conferring a legitimate credential or title used by some members of the profession.

“**record**” is a written or electronic document containing information on relevant observations of, or interactions with a client, maintained by the member for future reference.

“**Regulated Health Professions Act, 1991**” (RHPA) is the legislation that governs all health regulatory colleges and regulated health practitioners in Ontario.

“**related corporation**” is owned in whole or in part by a member.

“**related person**” is closely connected with a member by blood, marriage, common-law relationship, or adoption; an immediate family member of the member.

“**relevant contact**” means advice and other meaningful communications with clients including letters, emails, notes of telephone calls, videoconferencing, referrals and follow-up activities.

“**standards of practice**” are written or unwritten practices that would be generally recognized and accepted by peers as suitable practices for the profession.

“**subjective information**” is relevant information provided by the client about problems and symptoms.

“**supervision**” includes clinical supervision, case supervision and general supervision. These concepts can be defined as follows:

“clinical supervision” means a contractual relationship in which a clinical supervisor engages with a supervisee to safeguard the welfare of the client, to discuss the direction of therapy and the therapeutic relationship and to promote the professional growth of the supervisee.

“case supervision” is the oversight of a practitioner’s clinical work by a supervisor or manager in order to protect the safety and well-being of clients served by the practitioner, usually in an agency or institutional context. The purpose of the supervision is the

oversight of casework and may include case conferences, inter-disciplinary rounds and team meetings. Enhancing competency and promoting professional growth and development may be by-products of the supervisory relationship. A case supervisor may be, but does not have to be, a clinical supervisor.

“general supervision” is administrative and organizational in nature and covers a member’s oversight of tasks or procedures related to the practice of psychotherapy not covered by clinical supervision or case supervision, which is necessary for public protection.

“**unexpected negative outcome**” is an unanticipated response from a client such as physical assault or abuse.

“**vexatious complaint**” is a complaint against a member made for ulterior motives and without a view to the merits of the complaint.

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