



Government of  
Northwest Territories

**Northwest Territories  
Standards of Practice for Psychologists**

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Department of Health and Social Services  
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## **1. Introduction**

The *Northwest Territories' Standards of Practice for Psychologists* (the Standards) are the minimum standards of professional behaviour and conduct expected of all regulated members. The Standards address professional relationships and set the boundaries within these relationships. A breach of the Standards may constitute unprofessional conduct enforceable under the Health and Social Services Professions Act.

The Department of Health and Social Services has adopted the *Canadian Code of Ethics for Psychologists* (the Code). The Code is a set of principles and values designed to facilitate ethical decision making. The Code can be used as an ethical framework considered enforceable either independently or in conjunction with the Standards in the determination of unprofessional conduct. The Code may be utilized in situations that are not directly addressed by the Standards but that nevertheless warrant corrective action or sanction. If a conflict exists between the Standards and the Code, the former shall typically prevail. To minimize such conflicts and promote consistency, the Standards have adopted/adapted many of the Code's definitional statements.

The *NWT Standards of Practice of Psychologists* have been adapted from the College of Alberta Psychologists *Standards of Practice* with permission.

## 2. Definitions

**“assent”** means the expression of approval or agreement.

**“bartering”** means to trade by exchanging one commodity for another: to trade goods or services in exchange for other goods or services.

**“client”** means a recipient of professional services, including, but not limited to:

- an individual and, where applicable, a legal guardian or substitute decision-maker; the primary client has directly contracted for and/or is receiving professional services. A primary client may be independent, partially dependent or fully dependent, depending upon their decision making capacity/authority. An ancillary and/or secondary client is often receiving services through a third party such as an alternate payor (i.e., school board, insurance or government agency), generally referred to as a retaining party and/or a substitute decision-maker, such as a legal guardian or Court. While all clients are treated with equal dignity, psychologists are expected to clarify, prior to initiating services, client primacy, and to explain to the degree possible the limitations this places on all other service recipients;
- a couple, family, community, peoples, persons or other groups. A “community” means a “group of individuals” sharing a common identity, values and/or interests which may or may not include a common geographical locale. “Peoples” are a distinct group or groups who share a common identity, culture, language, history, beliefs and/or collective interests. “Persons” means individuals as members of groups, including couples and families, regardless of gender;
- independent, partially dependent and fully dependent are terms that can apply to primary clients, contract examinees, research participants, students, trainees, supervisees and any other individuals or groups with whom psychologists come into contact in a professional capacity. Such individuals or groups are “independent” if they can understand and consent, are “partially dependent” if the decision to contract or give informed consent is shared between two or more parties (e.g., parents and school boards; workers and Workers’ Compensation Boards; retaining party and contract examinee; adult members of a family coming for service) and “fully dependent” if they have little or no choice about whether or not to receive a particular service or participate in a particular activity (e.g., patients who have been involuntarily committed to a psychiatric facility; very young children involved in a research project);
- patient or patients is considered synonymous with the terms client or clients as noted above;
- former client/patient, means anyone who previously received professional services from a psychologist in the past but is not currently an active recipient of services from that same psychologist;
- a corporate entity or organization.

**“competence”** means possessing and demonstrating the knowledge, skills, judgment and diligence to perform the professional service.

**“confidential information”** means information:

- that is revealed by a client to a psychologist and that relates to a client; or
- that is provided to the psychologist with the implied or expressed expectation of privacy.

**“consultation”** means the provision of professional advice or service based on psychological knowledge, skills and judgment, to assist others in the identification and resolution of problems.

**“formal assessment”** means the professional activity of gathering, analyzing and synthesizing information about an individual or group of individuals, sufficient to draw supportable psychological conclusions. It entails the use of standardized instruments that are criteria and norm-referenced with commonly accepted psychometric properties, direct client contact by the assessor with the person being assessed, and one or more of the following: interview; personal history; behaviour observations; anecdotal information or substantive collateral information. Formal assessment is aimed at providing an understanding that will inform a practical plan of action or provide information about a person’s mental health and their emotional, educational, vocational or developmental functioning. It may result in a diagnostic classification or the identification of strengths, weaknesses and competencies, and may be communicated in a written psychological assessment report.

**“general assessment”** means the professional activity of gathering, analyzing and synthesizing information about an individual or group of individuals sufficient to draw supportable psychological conclusions. It entails a process of gathering information through direct client contact with the person being assessed, and utilizing one or more of the following methods: interview; observations; checklists; formal or anecdotal records; personal history and other commonly accepted professional methods. It may result in a diagnostic classification or the identification of strengths, weaknesses and competencies, and may be communicated in a written report.

**“general (informal) consultation”** means the provision of generic, common, umbrella/universal psychological knowledge and principles that are not unique/specific to a particular individual. It may include verbal and/or written advice that shapes evidence-based practice to build capacity for one or more individuals. General (informal) consultation does not provide sufficient identifying professional knowledge to make client-specific recommendations, and typically does not require a formal consent process.

**“harassment”** occurs when someone is subjected to unwelcome verbal or physical conduct. To “harass” is defined by the NWT’s *Human Rights Act* as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome by the individual or class.

As per the NWT’s *Human Rights Act*, no person shall, on the basis of a prohibited ground of discrimination, harass any individual or class of individuals:

- In the provision of goods, services, facilities or accommodation;
- In the provision of commercial premises or residential accommodation; or
- In matters related to employment.

Unwelcomed physical contact, attention, demands, jokes or insults are harassment when they occur in any of the areas protected under the NWT’s *Human Rights Act*.

**“harm”** includes any adverse effects that would be experienced by a person including effects that are mentally, socially, physically, or financially damaging.

**“opinion”** includes, but is not limited to, verbal or written statements, conclusions or recommendations about the competence, character, emotional, educational, cognitive, physical or mental health of another person.

**“patient”** see “client” definition.

**“practice”** means the practice of psychology.

**“provisional psychologist”** means a person who is a regulated member on the provisional psychologist register while they complete the requirements to become a fully registered psychologist. A provisional psychologist must operate under the supervision of a fully registered psychologist.

**“professional relationship”** means an interaction between a psychologist and a client for the purpose of the psychologist providing a professional service.

**“professional service”** means a service that comes within the practice of psychology.

**“psychological record”** means records containing information relevant to providing psychological services, including diagnostic, treatment and care information. The form of data may include print documents, images and/or recordings.

**“psychologist”** means, for the purposes of these *Standards of Practice*, any regulated member, including regulated members on the general register or the provisional psychologist register.

**“regulated member”** means a person who is registered as a member under the Psychologist Regulations.

**“retainer monies”** means monies that are requested or received from, or on behalf of, a client, to be used in whole or in part for payment for professional services yet to be provided.

**“sexual abuse”** means the threatened, attempted or actual conduct of a regulated member toward a patient that is of a sexual nature and includes any of the following conduct:

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

**“sexual misconduct”** means any incident or repeated incidents of objectionable or unwelcome conduct, behaviour or remarks of a sexual nature by a regulated member toward a patient that the regulated member knows or ought reasonably to know will or would cause offence or humiliation to the patient or adversely affect the patient’s health and well-being but does not include sexual abuse.

**“sexual nature”** means any act and/or omission giving consideration to all the accompanying contextual circumstances including sounds, words, images and gestures, that would reasonably be regarded by regulated and public members as sexual in nature, and that it would be deemed disgraceful, dishonourable and/or unprofessional. “Sexual nature” does not include touching, or behaviour or remarks of a clinical nature that are appropriate to the professional service provided.

**“sexual orientation”** for the purposes of these Standards, is defined as an individual’s actual or perceived romantic, physical or sexual attraction to other persons, or lack thereof, on the basis of gender. A continuum of sexual orientation exists, and includes, but is not limited to, heterosexuality, homosexuality, bisexuality, asexuality, and pansexuality.

**“substitute decision-maker”** is a person chosen by the patient/client in advance, or legally appointed, to make healthcare decisions on behalf of the client/patient.

**“supervisee”** means a person who provides services under the authority of a psychologist, and includes, but is not limited to, assistants, employees, provisional psychologists, students, and individuals providing services under the *Psychologists Regulation*.

**“supervisor”** means a psychologist who oversees assistants, employees, provisional psychologists, students, or other individuals providing services under the *Psychologists Regulation*.

**“testimonials”** refer to verbal, written or visual descriptions in any medium of a regulated member’s characteristics, abilities, attributes and/or professional qualities/services, or outcomes provided by a current or previous service recipient or their delegate.

**“trainee”** refers to someone who is learning and practicing specific skills related to the profession.

### **3. Informed Consent for Services**

**3.1** A psychologist shall obtain informed consent from the client and/or guardian before providing a professional service, including research, and before seeking formal consultation regarding a client.

**3.2** A psychologist shall document the discussion held with a client, including whether consent was limited or refused.

**3.3** A psychologist shall obtain written, signed consent from a client and/or guardian when requesting the client's participation in research.

**3.4** A psychologist shall provide information for informed consent in a language or method that the client understands and will ensure that the information is understood by the client to assist the client in decision making.

**3.5** The informed consent process shall address the following:

**3.5.1** purpose and nature of the activity;

**3.5.2** mutual responsibilities;

**3.5.3** confidentiality protections and limitations, including how information will be stored and who may have access;

**3.5.4** how confidential information can be accessed;

**3.5.5** how communication will happen between the psychologist and client(s), guardian(s) or third parties;

**3.5.6** likely benefits and risks;

**3.5.7** alternatives;

**3.5.8** likely consequences of non-action;

**3.5.9** option to refuse or withdraw at any time, without prejudice, by the psychologist;

**3.5.10** time period covered by the consent;

**3.5.11** how to rescind consent, if a decision to rescind consent is made; and

**3.5.12** financial arrangements.

#### ***Providing New Information***

**3.6** A psychologist shall, in a timely manner, provide new information to a client when such information becomes available and is significant enough that it could reasonably be perceived as being relevant to the original or ongoing informed consent.

**3.7** In addition to obtaining informed consent from a guardian or substitute decision-maker, a psychologist shall also provide an appropriate explanation to the client, seek the client's assent and consider the client's preferences and best interests before providing professional service to the client.

***Providing Services Without Informed Consent***

**3.8** Notwithstanding section 3.1, a psychologist may provide a professional service without informed consent in the case of an emergency, but only to the extent necessary to reduce or alleviate the emergency; further professional services shall be provided by the psychologist only with informed consent from the client.

**3.9** Psychologists shall make all reasonable efforts to seek and obtain assent (subject to any other legal/professional requirements, including court orders) when the person receiving the service either lacks the legal capacity to provide informed consent, is compelled to accept the service and/or is a minor. The process of seeking assent means the recipient of the professional service has been fully informed (based on their perceived mental/cognitive functioning) of relevant information that may influence their willingness to participate in and accept the service. The process of seeking assent from the service recipient does not substitute for any other legal requirement to seek consent from the service recipient's guardian, representative or other applicable substitute decision-maker. Efforts to seek and obtain assent shall be appropriately documented.

***Providing Services When Concerns Have Been Expressed***

**3.10** Once concerns about professional services have been expressed by a client to a psychologist, the psychologist shall undertake reasonable efforts to address the concern which may include how issues may be brought to the attention of the Office of the Registrar of Professional Licensing.

## **4. Competence**

### ***Limits on Practice***

**4.1** A psychologist shall not provide a professional service or supervision of a professional service unless the psychologist is competent through education, training and/or experience to provide that professional service.

### ***Maintaining Competence***

**4.2** A psychologist shall maintain competence to ensure that any professional services provided conform to current standards of the profession.

**4.2.1** Psychologists must successfully participate in the Continuing Competence Program, in accordance with the Psychologist's Profession Regulation, to enhance the provision of professional psychological services by remaining current in the knowledge, skills, diligence and judgment required to serve the public interest.

### ***New Areas of Practice***

**4.3** When developing competency in a professional service area that is new to the psychologist, the psychologist shall engage in ongoing consultation with a psychologist or other professional who has expertise in that area, and shall seek appropriate education, training and supervision in the new area. The psychologist shall advise the Registrar of Professional Licensing, in writing, of the steps taken to acquire the competency, prior to engaging in independent practice in the new area.

### ***Impaired Judgment***

**4.4** A psychologist shall not undertake or continue to provide professional services when the psychologist knows, or ought to know, that their judgment is impaired due to mental, cognitive, emotional or physiological conditions, or because of substance or chemical use, abuse or dependence.

**4.5** If a condition referred to in section 4.4 develops after a professional relationship has been initiated, a psychologist shall obtain professional assistance and determine whether the psychologist should limit, suspend or terminate the professional relationship.

**4.6** If it is necessary to limit, suspend or terminate the professional relationship, the psychologist shall do so in an appropriate manner by fulfilling their obligations to provide continuous care, including notifying the client and taking reasonable steps to assist the client in obtaining services from a suitable professional.

## **5. Provision of Supportable Services**

**5.1** A psychologist shall provide only supportable professional services. A supportable professional service refers to a service based upon the client's needs and relevant issues and which is in accordance with reasonable and generally accepted common practice and/or a theoretical and scientific knowledge base of the discipline.

**5.2** A psychologist shall not provide a professional service when there are reasonable grounds to believe that the treatment may lead to harm and no demonstrable evidence of benefit exists, even if the client has consented to the treatment and/or intervention.

**5.3** A psychologist shall not, in the course of providing a professional service, provide any treatment, counselling or behaviour modification technique with the objective of changing or modifying the sexual orientation, gender identity or gender expression of an individual.

**5.4** A psychologist shall provide a professional service only within a professional relationship, except when providing general educational information, teaching or conducting research.

### ***Sufficient Professional Knowledge***

**5.5** A psychologist shall not render an opinion about a person that has, or could have, implications for that person's rights or personal interests without having direct and substantial professional contact with that person, including an informed consent process and formal or general assessment.

**5.6** A psychologist shall not render an opinion or make a statement about a parent or guardian that has, or could have, implications for the parent or guardian's rights or personal interests without having direct and substantial professional contact, including an informed consent process and formal or general assessment of the person who is the subject of the opinion or statement being made.

**5.7** A psychologist shall not render an opinion outside their commonly recognized area of professional knowledge and/or competence.

### ***Opinions on Reports Provided by Others***

**5.8** Notwithstanding sections 5.5 and 5.6, a psychologist may render a professional opinion based on reports or information provided by other professionals, as long as the basis of the opinion and limitations are clearly stated by the psychologist as part of the opinion.

**5.9** In stating a professional opinion, a psychologist shall note limitations regarding inferences made by the psychologist in forming the opinion.

**5.10** A psychologist shall base an opinion on, and limit an opinion to, reasonable and generally accepted practice standards and the theoretical and scientific knowledge base of the discipline.

### ***Referral***

**5.11** A psychologist shall make or recommend referrals to other professional, technical or administrative resources when the presenting concerns are beyond the competence or scope of the psychologist, or when the referral is in accordance with the best interest of the client.

## **6. Provision of Services through Virtual Technology**

**6.1** A psychologist who provides professional services through virtual technology (telephone/video/web conference) shall do so in accordance with the existing Standards and legislation. In addition, a psychologist shall:

**6.1.1** ensure that all the necessary technical competencies and awareness to safely and securely utilize the chosen delivery modality are held;

**6.1.2** ensure that the client(s) fully understand any therapeutic/assessment limitations, risks, safety/security and alternatives to virtual technology;

**6.1.3** abide by standards of informed consent and confidentiality provisions of the profession, including a discussion of the specific limitations/risks inherent in the chosen virtual technology;

**6.1.4** establish and maintain professional boundaries, including those related to acceptable communications, non-business-hour communications and alternative non-business-hour resources;

**6.1.5** ensure that all the profession's regulations of the jurisdiction in which the psychologist and the recipient of services are physically situated are abided by, and ensure they are registered in both jurisdictions if required by the relevant regulatory body(ies); and

**6.1.6** ensure the professional services recipient(s) is/are aware of how concerns and/or complaints may be voiced to the psychologist's regulatory body(ies).

## **7. Maintenance and Retention of Records**

### ***Maintaining Client Records***

**7.1** A psychologist rendering professional services to a client or billing a third party for professional services shall maintain written, legible and professional records that include the following:

- 7.1.1** appropriate, individually identifying information;
- 7.1.2** presenting problem and/or purpose of the professional service;
- 7.1.3** fee arrangement;
- 7.1.4** date and substance of each professional service, including relevant information on issues discussed, results of assessments or interventions provided, and observations made by the psychologist;
- 7.1.5** informed consent discussion, including significant issues of contention and/or withdrawal of consent;
- 7.1.6** issues related to termination, including continuity of care;
- 7.1.7** test results or other evaluative results obtained, and the basic test data from which the results were derived;
- 7.1.8** results of formal consultations;
- 7.1.9** sufficient information to allow for the continuation of care by another psychologist or healthcare professional; and
- 7.1.10** copies of all correspondence and reports prepared and received.

### ***Retaining Client Records***

**7.2** A psychologist shall store and dispose of written, electronic and other records in accordance with applicable legislation, in a manner that ensures confidentiality of information received by the psychologist.

**7.3** When the client is a minor, a psychologist shall retain the client's record for a period of two (2) years after the date on which the client reaches the age of majority, or seven (7) years after the last date on which a professional service was provided, whichever is longer.

**7.4** When the client is an adult, a psychologist shall retain the client's record for a period of not less than seven (7) years after the last date on which a professional service was provided.

**7.5** A psychologist who works in an environment with one or more healthcare providers must establish who has authority, control, ownership of and responsibility for client records, and shall inform all parties and clients how to access their records.

### ***Electronic Records***

**7.6** A psychologist who uses an electronic client record shall ensure the electronic record has safeguards that protect the security and confidentiality of information, including, but not limited to, the following:

- 7.6.1** only authorized users can access individually identifiable information;
- 7.6.2** appropriate password and encryption controls are used;
- 7.6.3** users can be uniquely identified;
- 7.6.4** users have documented access levels based on their role;
- 7.6.5** audit logging is enabled and meets the requirements of applicable legislation;
- 7.6.6** information is securely transmitted;
- 7.6.7** data integrity is protected, and secure back-up and access protocols are in place;
- 7.6.8** users can be authenticated where electronic signatures are permitted; and
- 7.6.9** electronic data is disposed of in a secure manner, disallowing reconstruction.

**7.7** If a psychologist places information into an electronic record that is not under the psychologist's direct custody and control, the psychologist shall have confidence that the person or organization that has primary responsibility for the record has reasonable access and privacy protections in place.

**7.8** A psychologist who works in a practice as described in section 7.5 shall abide by all applicable privacy legislation and meet all obligations regarding completion of client records, maintenance of record security and confidentiality of information.

### ***Correcting Factual Inaccuracies in Client Records***

**7.9** A client shall have the right to request a correction of factual inaccuracies in the client's record. The psychologist shall review the request and:

**7.9.1** correct the factual inaccuracies and, to the extent possible, notify the parties who received the inaccurate information from the psychologist; or

**7.9.2** write an amending letter or attachment to the record and, to the extent possible, notify the parties who received the inaccurate information from the psychologist; or

**7.9.3** notify the client if the psychologist is not in agreement that there were factual inaccuracies, or if the inaccuracies were trivial and correction would entail more effort than is justified by the error. In such cases, the psychologist will document the reasons for refusing to make the requested corrections; and

**7.9.4** when the psychologist is unwilling to make the requested correction, the client may write a statement outlining reasons for disagreement and request that it be attached to the record, subject to applicable privacy legislation.

## **8. Continuity of Care**

**8.1** A psychologist shall ensure that an appropriate professional is willing and available to deal with the needs of a client during the psychologist's absence, planned or otherwise, from professional practice.

**8.2** A psychologist shall have appropriate measures in place for client file access in the event of the psychologist's prolonged absence, illness, retirement or death.

**8.3** A psychologist shall provide reasonable notice of practice closure or change of address to clients with whom there is an expectation that ongoing care will be required.

**8.4** A psychologist shall notify the Office of the Registrar of Professional Licensing, in writing, of practice closure or change of address, telephone number and email within thirty (30) calendar days.

**8.5** A psychologist who is practicing in a location where another psychologist had previously practiced must provide information to an inquiring member of the public that the previous psychologist's new practice location may be obtained from the Office of the Registrar of Professional Licensing and must provide that member of the public with contact information for the Office of the Registrar of Professional Licensing.

**8.6** A psychologist shall continue to provide services until the expiration of a reasonable notice, allowing the client to access alternative services.

## **9. Termination of Services**

**9.1** A psychologist shall continue to offer or agree to provide a professional service to a client until:

**9.1.1** it is reasonably clear to the psychologist or the client or both that the client is not benefiting from the services;

**9.1.2** the services are no longer required;

**9.1.3** the client can no longer afford to engage the professional services of the current psychologist and a responsible transfer to another professional or agency is appropriate;

**9.1.4** the client terminates the professional relationship;

**9.1.5** the client has had a reasonable opportunity to arrange for the professional service of another psychologist or suitable professional; or

**9.1.6** such time as a conflict of interest or a dual relationship arises.

**9.2** Where a psychologist exercises their discretion to terminate services in accordance with the provisions set out in section 9.1, a psychologist shall provide the client with reasonable notice and assistance to access alternative services in an effort to minimize harm to the client.

## **10. Dual/Overlapping Relationships**

Dual/Overlapping relationships are inevitable in small and remote settings with limited resources; a situation which characterizes much of the practice of psychology in the NWT. It is the responsibility of the Psychologist to manage such relationships so that there are no adverse consequences for the client as a result of a conflict of interest.

**10.1** A dual/overlapping relationship that is exploitative of the client or a relevant person associated with or related to the client is prohibited.

**10.2** Psychologists are expected to take reasonable steps to ensure that any dual/overlapping relationships do not impair the psychologist's professional judgment or objectivity or result in a harmful conflict of interest with the client or a relevant person associated with or related to the client. A member should make every effort to avoid, or should discontinue a professional relationship with a client when the objectivity or competency of the member is impaired because of the member's present or previous familial, social, sexual, emotional, financial, supervisory, political, administrative, or legal relationship with the client or with another relevant person associated with or related to the client. In situations of limited resources the potential harm of a dual/overlapping relationship must be weighed relative to the potential harm of the client receiving no service in determining the course of action to be taken.

**10.3** Dual/overlapping relationships that would not reasonably be expected to impair a psychologist's judgment or objectivity or risk harm to the client or relevant person associated with or related to the client are not expressly prohibited.

**10.4** In situations where a decision regarding potential harm or benefit is required, a psychologist is expected to reference the decision making model outlined in the Canadian Psychological Association's *Canadian Code of Ethics for Psychologists* (as amended from time to time) and/or consult with another psychologist as part of their decision making process.

### ***Bartering***

**10.5** Barter is the acceptance of goods, services, or other non-monetary remuneration from clients in return for psychological services. Registrants may barter only if a) it is not clinically contraindicated; and b) the resulting arrangement is not exploitative to the client.

### ***Testimonials***

**10.6** A psychologist shall not solicit, accept and/or use testimonials of current or past clients or related third parties, even when such testimonials are offered or provided anonymously. A psychologist shall take reasonable steps to remove and/or delete solicited and unsolicited testimonials from all forms of communication, including advertising.

### ***Potentially Harmful Conflict of Interest***

**10.7** Notwithstanding sections 10.1 through 10.5, a psychologist may continue a professional relationship with a client, even though a potentially harmful conflict of interest may exist, in the following exceptional circumstances and until an appropriate transfer to another psychologist is feasible:

**10.7.1** when appropriate professional services from another professional are not available, such as in small communities that are isolated and remote;

**10.7.2** when specialized skills or services are required and are not otherwise available; or

**10.7.3** in a situation involving a crisis or emergency.

**10.8** A psychologist may continue to provide professional services in the circumstances described in sections 10.1 through 10.5 if:

**10.8.1** the client is informed of the current or potential conflicting relationship and its possible consequences;

**10.8.2** a description of the relationship is included in the psychologist's professional records, along with a record of the discussion of the relationship with the client and a record of the client's consent;

**10.8.3** consultations are carried out with at least two (2) other psychologists, and are documented, regarding the relationship and subsequent provision of professional services to the client; and

**10.8.4** withholding the service would be reasonably expected to be more harmful than providing it.

## **11. Relationship with Supervisees**

### ***Providing Supervision***

**11.1** A psychologist shall exercise appropriate supervision over a supervisee, as set forth in the *Standards for Supervision*, guidelines, ethical codes, provisions of the *Health and Social Services Professions Act* and the *Psychologists Profession Regulations*.

**11.2** A regulated member shall comply with the *Standards for Supervision*.

### ***Delegating Professional Responsibility***

**11.3** A psychologist shall not delegate professional responsibility, including, but not limited to, a restricted activity to a person who does not have the competence to fulfill the professional responsibility.

## **12. Protecting Confidentiality of Clients**

**12.1** A psychologist shall adhere to privacy legislation governing their practice.

**12.2** A psychologist shall inform a client of the limits to confidentiality and shall safeguard the confidential information about the client obtained in the course of providing a professional service.

### ***Disclosing With Informed Written Consent***

**12.3** Unless permitted or required by law or by these Standards, a psychologist shall disclose confidential information about a client to an individual other than the client, only with the informed, written, signed, and dated consent of the client.

The consent shall stipulate the information to be released, the recipient and the time period covered by the consent.

### ***Disclosing Without Informed Written Consent***

**12.4** A psychologist may disclose confidential information about a client without the informed, written consent of the client when the psychologist has reasonable and probable grounds to believe that disclosure is necessary to prevent imminent and grave harm to:

**12.4.1** the client;

**12.4.2** another person's mental or physical health or safety; and/or

**12.4.3** public safety.

**12.5** A psychologist may disclose confidential information about a client without the informed, written consent of the client when permitted or required by law.

**12.6** A psychologist disclosing confidential information pursuant to sections 12.3 and/or 12.4 shall limit disclosure to persons who reasonably need to know, and to the extent necessary in the circumstances.

### ***Services Involving More Than One Interested Party***

**12.7** In a situation where more than one party has an interest in the professional services provided by a psychologist to a client, the psychologist shall, to the extent possible, clarify the limits of confidentiality to all parties prior to providing the professional service.

### ***Multiple Clients***

**12.8** When a professional service is provided to more than one client (such as a family, a couple, a parent and child or a group), a psychologist shall, at the beginning of the professional relationship, address issues of confidentiality, disclosure and release of information. All clients must consent to the terms under which services will be provided.

### ***Clients Who Have Guardians***

**12.9** When a professional service is provided to a minor or other person for whom a guardian exists or has been appointed, a psychologist shall, at the beginning of the professional relationship, clarify for the minor, or other person, and the guardian that the law may impose a limit on the minor's, or other person's, right to confidentiality.

**12.10** Notwithstanding sections 12.8 and 12.9, if the minor or other person for whom a guardian exists or has been appointed and the guardian agrees, in advance that certain issues are not to be disclosed to the guardian, a psychologist shall not provide the information relating to those issues, to the guardian or another party, unless required by law.

***Limited Access to Client Records***

**12.11** A psychologist shall ensure the confidentiality of the psychologist's professional records, and shall ensure that persons working under the psychologist's authority comply with the requirement to keep information about a client confidential.

***Duty to Release Confidential Information***

**12.12** The duty of a psychologist to maintain confidentiality under these Standards does not relieve the psychologist of the obligation to release confidential information in accordance with a court order or federal or provincial laws, rules or regulations. Court refers to a court or an administrative tribunal of competent jurisdiction.

***Release of Information to Clients***

**12.13** When a psychologist has control of a client's file, the psychologist shall provide access to, and shall, within thirty (30) calendar days of a request, permit the reproduction and release of the personal information about a client to the client unless there is a significant likelihood that disclosure of the information would cause:

**12.13.1** a substantial adverse effect or harm to the client's physical, mental or emotional health; or

**12.13.2** harm to a third party.

**12.14** When a psychologist provides access to, or reproduction and release of, personal information about a client to the client, the psychologist shall take necessary measures to ensure that no confidential information provided by a third party is disclosed without the consent of that third party, if there is/was an implied or expressed expectation of confidentiality.

***Sharing Client Information Among Healthcare Providers***

**12.15** When rendering a professional service as part of a team, or when interacting with other professionals concerning the welfare of a client, the psychologist shall inform the client that personal information about the client may be shared, and shall obtain the client's consent before sharing information.

**12.16** A psychologist shall take reasonable steps to ensure all persons receiving the information are informed about the confidential nature of the information and about the duty of confidentiality owed to the client pursuant to section 12.6.

***Protection of Personal Information***

**12.17** When a professional report or other personal information is used as the basis of teaching, research or publication, a psychologist shall prevent disclosure of information identifying an individual.

***Observing and Recording***

**12.18** When diagnostic interviews or therapeutic sessions with a client are to be observed by a third party or recorded in a mechanical or electronic manner for audio or visual purposes, the client must provide informed, written consent before the interview or session is held.

***Confidentiality After Termination of Professional Relationship***

**12.19** After the professional relationship between a psychologist and a client has terminated, the psychologist shall continue indefinitely to treat information regarding the client as confidential.

## **13. Representation of Service**

### ***Misrepresenting Qualifications***

**13.1** A psychologist shall not misrepresent, directly or by implication, the professional qualifications of the psychologist such as education, experience or areas of competence and shall, in a timely manner, correct misrepresentations of the psychologist's qualifications made by others.

**13.2** A psychologist shall only use titles as authorized by the *Psychologists Profession Regulation*.

### ***False or Misleading Information***

**13.3** A psychologist shall not provide, nor permit others to provide, false or misleading information concerning professional services offered by the psychologist.

### ***Prohibition Relating to Registration***

**13.4** A psychologist shall not, by means of false, deceptive or fraudulent representation or declaration, either oral or written, attempt to obtain or cause the registration of another person as a psychologist.

### ***Promoting Transparency and Integrity***

**13.5** A psychologist shall not knowingly aid, or abet another person in misrepresenting that person's professional credentials, or registration status under the *Health and Social Services Professions Act*.

**13.6** A psychologist shall not misrepresent their involvement in professional services, including those provided by others, to obtain gain, financial or otherwise, for themselves or for any other individual, group and/or entity.

**13.7** A psychologist shall not engage in deception, misrepresentation or fraud in any professional related activity, including, but not limited to, assisting others to gain access to the profession, reporting of psychological services/results and billings.

## **14. Fees and Statements**

### ***Disclosing Cost of Services***

**14.1** Prior to providing a professional service, a psychologist shall ensure that full information is provided to the client about financial arrangements, including fee structure, fees for missed appointments and bill collection procedures.

**14.2** A psychologist who bills a client directly shall issue an itemized statement of account to the client.

### ***Retainer Fees***

**14.3** A psychologist may request and receive money as a retainer from, or on behalf of, a client, to be used in whole or in part for payment for a professional service yet to be provided.

**14.4** Retainer monies received by a psychologist shall be deposited promptly at a bank or financial institution, in a separate account which the psychologist shall use only for the deposit of retainer monies.

**14.5** When a psychologist has accepted retainer monies, the psychologist may withdraw funds only for professional services provided as agreed upon, and must, at the termination of the professional relationship, issue an itemized statement of account to the client.

**14.6** A psychologist shall issue an interim statement of account at the request of the client.

**14.7** At the termination of the professional relationship between the psychologist and the client, or within sixty (60) calendar days of the last date of the provision of a professional service to, or on behalf of the client, whichever date occurs first, the psychologist shall return to the client, or to the person who provided the retainer, the unused portion of the retainer monies.

## **15. Collaborative Practice**

**15.1** Collaborative practice refers to practice in which professionals work cooperatively to provide client-centered care, often in multidisciplinary, inter-professional or team practice. When a psychologist works in collaboration with other providers in caring for a client or a group of clients, a psychologist shall:

- 15.1.1** explain the psychologist's scope of practice, role and responsibilities to the client and the other providers;
- 15.1.2** understand the scope of practice and roles of the other providers;
- 15.1.3** clarify issues related to responsibility and accountability;
- 15.1.4** communicate positively and effectively with all providers and their coworkers;
- 15.1.5** treat all other providers and their co-workers with courtesy and respect;
- 15.1.6** provide services focused on the values and needs of the client; and
- 15.1.7** ensure that the psychologist's contribution to the client's care when working in a team setting is documented.

## **16. Awareness of Illegal Practice**

### ***Awareness of Violation***

**16.1** In the event of awareness of an illegal practice or an apparent violation of these *Standards of Practice*, a psychologist who knows or reasonably suspects that another psychologist is engaging in an illegal practice or is failing to comply with the *Standards of Practice*, the *Psychologists Profession Regulation*, the *Canadian Code of Ethics for Psychologists*, the *Health and Social Services Professions Act* or other legislation shall take appropriate action, commensurate with the issue at hand, including, if necessary, formal reporting to the Office of the Registrar of Professional Licensing or other organizations to address or remedy the practice or violation. Such actions must be undertaken within the bounds of confidentiality and respect for the client, each other and the profession.

## **17. Duty to Report**

### ***Duty to Report***

**17.1** A psychologist must follow all mandatory reporting requirements under existing legislation.

### ***Duty to Self-Report***

**17.2** A psychologist must follow all mandatory self-reporting requirements under existing legislation, including, but not limited to:

**17.2.1** any findings made by another regulatory body against them if the psychologist is a member of another regulatory psychological and/ or other professional body within or outside of the NWT, as soon as reasonably possible, report that finding in writing and provide a copy of the decision, if any, to the Office of the Registrar of Professional Licensing;

**17.2.2** any investigations, charges, or convictions of a criminal nature against them either in Canada and/or any other jurisdiction as soon as reasonably possible and provide the particulars in writing to the Office of the Registrar of Professional Licensing;

**17.2.3** any findings of professional negligence against them either in Canada and/or any other jurisdiction as soon as reasonably possible and provide the particulars in writing to the Office of the Registrar of Professional Licensing.

### ***Duty to Report a Colleague***

**17.3** A psychologist must report another psychologist to the Office of the Registrar of Professional Licensing if they have reasonable grounds to believe that the other psychologist's emotional, mental, physical, cognitive condition(s) and/or behaviour places the public at risk or constitutes unprofessional conduct as defined by the *Health and Social Services Professions Act*, the *Canadian Code of Ethics for Psychologists*, the *Psychologists Profession Regulation* and/or these *Standards of Practice*.

**17.4** If a psychologist has reasonable grounds to believe another psychologist or another regulated member has and/or is engaging in behaviour that may constitute sexual abuse or sexual misconduct, they must report the conduct of the other regulated member to the Office of the Registrar of Professional Licensing.

## **18. Truth and Reconciliation**

The profession of psychology in Canada developed in the same political climate and colonial context that gave rise to the residential schooling, forced adoption and other federal policies aimed at the eradication of Indigenous culture and people. Historically, the profession has failed to respect the rights and dignity of Indigenous people by failing to acknowledge over a century of social injustice.

To practice psychology responsibly, psychologists must acknowledge the impact that those policies and the profession of psychology has had, both directly and inter-generationally, on the mental health of Indigenous people. Further, psychologists must recognize the value and importance of Indigenous epistemologies and the roles of culture and tradition in the conceptualization of health and healing.

**18.1** A psychologist shall take steps to understand the current and historical injustices experienced by Indigenous peoples prior to providing services and shall ensure all professional activities are performed in a culturally sensitive and safe manner.

**18.2** A psychologist shall be familiar with *Psychology's Response to the Trust and Reconciliation Commission of Canada's Report* 2018 (Report), prepared by the Task Force on Responding to the Truth and Reconciliation Commission of Canada's Report, and apply the Report's *Guiding Principles for Working with Indigenous People in Canada* when delivering services.

## **19. Diversity and Cultural Competency**

**19.1** A psychologist respects the fundamental and inalienable rights/dignity of all persons and peoples. Psychologists shall not engage in and/or promote unjust discrimination that is prejudicial, directly or indirectly, against persons or peoples because of their culture, nationality, ethnicity, colour, race, religion, gender, gender expression, gender identity, marital status, sexual orientation, physical and/or mental abilities, age, socio-economic status or any other status.

**19.2** A psychologist takes into consideration the local and regional differences among multi-ethnic groups and recognizes there are diverse patterns of values, religion, language and politics within these communities.

**19.3** Psychologists shall obtain and maintain cultural competencies for all individuals and/or communities who access their professional services.

## **20. Harassment**

**20.1** A psychologist shall not engage in any form of harassment.

## **21. Conscientious Objection**

**21.1** A psychologist must not impose their own moral beliefs, religious affiliation and/or cultural beliefs when communicating about interventions, treatments, procedures and/or clinical recommendations.

**21.2** A psychologist, when faced with circumstances that conflict with their freedom of conscience and religious beliefs, must ensure those seeking psychological services are offered timely access to:

**21.2.1** a psychologist who is willing to provide the service; and/or

**21.2.2** a resource that will provide accurate, objective information about all available treatment options.

## **22. General**

### ***Fulfilling Terms of Agreement***

**22.1** A psychologist shall fulfill the terms of an agreement with a client and shall produce required reports in a timely manner.

### ***Limitations Affecting Assessment or Opinion***

**22.2** A psychologist shall include in the explanation of results of an assessment, or the provision of opinion, circumstances that limit the validity, reliability or interpretation of the results.

### ***Responding to and Cooperating With the Office of the Registrar of Professional Licensing or Complaints Officer***

**22.3** Within thirty (30) calendar days of receiving a written or verbal inquiry or request from the Office of the Registrar or the Complaints Officer, whichever initiated the inquiry, or within such other period of time requested by the Office of the Registrar or the Complaints Officer, a psychologist shall provide a detailed written or verbal response including all relevant documentation and information. Psychologists must answer all of the Office of the Registrar or the Complaints Officer's questions in a complete and honest fashion.

### ***Adhering to Restrictions Imposed by the Office of the Registrar of Professional Licensing or Complaints Officer***

**22.4** A psychologist shall adhere to restrictions regarding their practice imposed by the Office of the Registrar or the Complaints Officer and report violations of these restrictions to the Office of the Registrar or the Complaints Officer, whichever body imposed the restrictions.

### ***Adhering to Legislation***

**22.5** A psychologist shall abide by the *Health Professions Act*, the *Canadian Code of Ethics for Psychologists*, the *Psychologists Profession Regulation*, these *Standards of Practice*, and all other applicable legislation.