

THE ONTARIO ART THERAPY ASSOCIATION

**STANDARDS OF PRACTICE AND ETHICS
2021**

Ethical Guiding Principles

Autonomy: Art therapists respect clients' right to make their own choices regarding life direction, treatment goals and options. Art therapists assist clients by helping them to make informed choices, which further their life goals and affirm others' rights to autonomy, as well.

Nonmaleficence: Art therapists conduct themselves and their practices in such a way as to cause no harm to individuals, families, groups and communities.

Beneficence: Art therapists promote wellbeing by helping individuals, families, groups and communities to improve their circumstances. Art therapists enhance welfare by identifying practices that actively benefit others.

Fidelity: Art therapists accept their role and responsibility to act with integrity towards clients, colleagues and members of their community. Art therapists maintain honesty in their dealings, accuracy in their relationships, faithfulness to their promises and truthfulness in their work.

Justice: Art therapists commit to treating all persons with fairness. Art therapists strive to ensure that clients have equal access to services.

Creativity: Art therapists cultivate imagination for furthering understanding of self, others and the world. Art therapists support creative processes for decision-making and problem solving, as well as meaning-making and healing.

1. Compliance with Statutes and Regulations

1.1 General Conduct

Art Therapists will ensure that their activities and/or those conducted under their direction comply with relevant statutes and regulations that apply to the provision of mental health services. Some or all of the following are applicable to members practising in Ontario.

- Regulated Health Professions Act
- Personal Information Protection and Electronic Documents Act
- Personal Health Information Protection Act
- Child and Family Services Act
- Mental Health Act
- Health Care Consent Act
- Substitute Decisions Act
- Human Rights Code
- Occupational Health and Safety Act
- Accessibility for Ontarians with Disabilities Act
- Public Hospitals Act
- Health Protection and Promotion Act
- Municipal Freedom of Information and Protection of Privacy Act

Art Therapists who are members of the Association and practise outside Ontario must familiarize themselves with the relevant statutes and regulations of the province or territory in which they practice.

1.2 Duty to Report a Child in Need of Protection

The Child and Family Services R.S.O. 1990 Act outlines the circumstances in which professionals have a duty to report a child in need of protection. Despite the provisions of any other Act, if an art therapist has reasonable grounds to suspect one of the following, the art therapist is legally obligated to report the suspicion and the information if:

1.2.1. the child has suffered or is at risk of impending physical harm inflicted by caregivers:

- i. failure to adequately care for, provide for, supervise or protect the child, or
- ii. pattern of neglect in caring for, providing for, supervising or protecting the child.

1.2.2 the child has been sexually molested or exploited or is at potential risk of impending sexual molestation or exploitation (including child pornography), by a caregiver who fails to protect the child.

1.2.3. the child requires medical treatment to cure, prevent or alleviate physical harm or suffering and the caregiver does not provide, or refuses, the treatment.

1.2.4. the child has suffered emotional harm, demonstrated by one or more of the following:

- i. anxiety
- ii. depression
- iii. withdrawal

- iv. self-destructive behavior
- v. aggressive behaviour
- vi. delayed development,

and there are reasonable grounds to believe that the emotional harm suffered by the child results from the actions, failure to act, or pattern of neglect on the part of the caregiver.

1.3 Personal Information Protection and Electronic Documents Act (PIPEDA)

Personal information is identifying information about an individual. This includes information that relates to his or her personal characteristics (e.g., gender, age, income, home address and telephone number, ethnic background, family status), health (e.g., health history, health conditions, health services received by the individual), or activities and views (e.g., religion, politics, opinions). Personal information is distinct from business information (e.g., business address and telephone number), which is not protected by privacy legislation.

In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA) a copy of the member's privacy policy should be given to the client and reviewed with him or her. The privacy policy should clearly state how the member handles personal information.

1.3.1. Before or when any personal information is collected, identify why it is needed and how it will be used, and inform the client in appropriate language and documentation.

1.3.2. Identify any new use for the information and obtain the individual's consent prior to such use.

1.3.3. Limit collection to necessary information only. Do not collect personal information indiscriminately. Do not deceive or mislead individuals about the reasons for collecting personal information.

1.3.4. Use or disclose personal information only for the purpose for which it was collected unless the individual consents to the use or disclosure is authorized by PIPEDA. Destroy, erase, or render anonymous information that is no longer required for an identified purpose or a legal requirement.

1.3.5. Minimize the possibility of using incorrect information when making a decision about the individual or when disclosing information to third parties.

1.3.6. Store personal information in a manner that protects against loss, theft, unauthorized access, disclosure, copying, use, or modification regardless of the format in which it is held.

1.3.7. Develop simple and easily accessible complaint procedures and inform complainants of their avenues of recourse. These include your organization's own complaint procedures, those of industry associations, regulatory bodies, and the Office of the Privacy Commissioner of Canada.

2. Confidentiality

2.1 Maintaining Confidentiality

The legal obligation of confidentiality is the obligation not to disclose information obtained in confidence from a person, unless mandated by law. Art therapists must respect the privacy of clients by holding in strict confidence all information about them, according to applicable privacy and other legislation. *Also see section 7.

2.2 Multiple Clients

When art therapists provide couple therapy, family therapy, or group therapy, there is implicit consent to share personal information with the other members present. However, all clients must be informed of the possibility of some aspect of the private life of one of the members or a third party being revealed. All clients must secure a commitment from the members of the group to preserve the confidentiality of information on the private life of the members or third party.

2.3 Clarification of Confidentiality to Clients and Third-Party Payers

In situations where more than one party has an appropriate interest in the mental health services provided by members to a client or clients, art therapists must clarify, prior to providing the service, the dimensions and limitations of confidentiality and professional responsibility.

2.4 Limits of Confidentiality

At the onset of the provision of mental health services, or at the earliest reasonable opportunity, art therapists are responsible for informing clients of the limits of confidentiality maintained by the art therapist and anyone the art therapist may supervise.

In certain limited situations (i.e., search warrants, subpoenas, and mandatory reporting obligations), art therapists may be required by law to release what would otherwise be confidential information without consent. Such disclosures do not constitute breaches of confidentiality because the disclosure is not made willingly.

2.5 Reporting Obligations

There are reporting obligations under a number of federal, provincial, Indigenous laws. Art therapists are advised to ensure that they comply with any legislation applicable (e.g., Regulated Health Professions Act, Occupational Health and Safety Act, Health Protection and Promotion Act). In particular, art therapists should familiarize themselves with the Child and Family Services Act regarding the duty to report a child under the age of 16 in need of protection as outlined in the first section of the Standards of Practice. Reporting for a 16-17-year-old in need of protection is discretionary (LINK <http://www.children.gov.on.ca/htdocs/English/.../childwelfare/modern-legislation.aspx>)

2.6 Duty to Warn

The following factors should be taken into consideration in determining whether a duty to warn exists:

- a) is there a clear risk to an identifiable person or group of persons?
- b) is there a risk of serious bodily harm or death?
- c) is the danger imminent?

3. Consent

3.1 Informed Consent

The consent must relate only to the mental health service provided. The consent must be informed; must be given voluntarily; must not be obtained through misrepresentation or fraud. The consent information must include:

- a) the nature of the treatment/service (purposes, goals, techniques, procedures, modalities, orientation)
- b) the expected benefits, outcomes, potential risks, and limitations of the service and alternative courses of action.
- c) if any consultation with supervisor, peer support
- d) if used for educational purposes
- e) if work is utilized for exhibition purposes

3.2 Minimum Age of Consent

In Ontario, as specified by the Child and Family Services Act, a service provider may provide counselling to a child who is twelve years of age or older with the child's consent, and no other person's consent is required. If the child is less than 16 years of age the service provider shall discuss with the child at the earliest appropriate opportunity the desirability of involving the child's parent.

<https://www.ontario.ca/laws/statute/96h02>

3.3 Disclosure by Art Therapist Prior to Consent

Art therapists must provide a complete disclosure of information, pertaining to and prior to service.

- a) The member's credentials, training, and relevant experience;
- b) Expectations regarding client involvement (participation in the development of a treatment plan);
- c) Intended use of tests, assessments, and reports;
- d) Policies and procedures concerning access to service (frequency and length of service, availability between sessions, provisions for crises/emergencies, contingencies in the event of a disruption, plan for termination of service);
- e) Fee policies and procedures (billing arrangements, cancellations and missed appointments);
- f) Confidentiality and limits of confidentiality, including statutory exceptions, involvement of supervisors or other team members, peer consultation, and risks of electronic communications;
- g) Disclosure regarding the nature of any affiliation relationships (third party payers, insurance companies);
- h) Information regarding storage of files (retention, retrieval, preservation, and disposal);
- i) The process for disputes or complaints.

3.4 Consent for Special Purposes

Art therapists must obtain written client consent to electronically record any session, identifying the purpose and use of the recording. Art therapists should also specify the length of retention and disposal of the recording. Note that an audio or video recording need not be retained with the file if it is not considered part of the file.

Art therapists must obtain written client consent to be viewed with a one-way mirror for training or research purposes.

Art therapists must inform all research subjects of the purpose of their research. In addition, subjects must be made aware of any experimental procedures, possible risks, disclosures, and limitations on confidentiality. Subjects shall be informed that they are free to ask questions and discontinue at any time.

3.4.1 Artwork belongs to the client(s). Exhibiting artwork created in art therapy provides an opportunity for clients to show their artwork to the general public or those in their agencies. In preparation for an exhibition of client artwork, art therapists and clients or legal guardians (if applicable) weigh the benefits of exhibiting against the potential unintended consequences for the clients.

3.4.2 Art therapists engage clients who wish to exhibit their artwork in a thoughtful and intentional conversation regarding the rationales, benefits, and consequences of exhibiting artwork created in art therapy.

3.4.3 Art therapists ensure proper safeguards of client art work in exhibition to ensure that clients and their imagery are not exploited, misrepresented, or otherwise used in ways that are not approved by the clients.

3.4.4 In selecting artwork for exhibition, art therapists help clients make decisions based on several factors, including reason(s) for the display of the artwork, the therapeutic value of the artwork to the clients, the degree of self-disclosure, and the ability to tolerate audience reactions.

3.4.5 Art therapists discuss the merits and detriments of including artwork created outside of the art therapy session in the exhibition with clients or legal guardians (if applicable).

3.4.6 Art therapists discuss with clients or legal guardians (if applicable) the importance of confidentiality (e.g., personal history, diagnosis, and other clinical information) and anonymity (e.g., name, gender, age, culture) with regard to the display of clients' artwork. Art therapists respect the rights of clients who wish to be named in exhibits.

3.4.7 Art therapists obtain written informed consent from clients or, when applicable, parents or legal guardians, in order to exhibit client artwork. Art therapists discuss with clients, parents or legal guardians

how the exhibition will be described and advertised to the public and viewing audience to ensure their consent in being associated with the exhibition.

3.4.8 In the event that exhibited artwork is for sale, the art therapist and client discuss the potential therapeutic impact before a sale of artwork is initiated. Art therapists ensure that clients and responsible parties (if applicable) are aware of and agreeable to how profits are used and who will specifically benefit from them (e.g., clients, agency[ies], social cause[s]).

3.4.9 Art therapists clearly state where and when exhibitions will take place to ensure that clients understand the range of possible audience members and degree of public exposure.

3.4.10 With regard to on-line exhibitions, art therapists make clients aware of the widespread availability of images, and therefore the enlarged viewing audience, as well as the potential for their images to be downloaded, forwarded or copied by on-line viewers.

4. Competence

4.1 Practising Within Boundaries of Competence

Art therapists are responsible for practising within the parameters of their competence, based on their education, training, supervised experience, professional experience, and credentials.

Art therapists must practice in specialty areas new to them only after obtaining appropriate education, training, and supervised experience. While developing skills in new areas, art therapists take steps to ensure the competence of their work and to protect others from harm. Art therapists wishing to provide services outside their areas of competence and scope of practice are required to do so only under supervision.

Art therapists must not delegate activities to persons not competent to carry them out.

Art therapists must take immediate steps to obtain consultation or to refer a client to a colleague or other appropriate professional, if it becomes apparent that a client's issues are beyond the art therapist's training and competence.

4.2 Cultural Proficiency

Cultural, or multicultural, proficiency is the ability to work effectively with individuals whose background is different from one's own. Art therapists strive to become knowledgeable and sensitive to cultural and ethnic diversity and to forms of social injustice such as poverty, discrimination, and imbalances of power that exist in the culture.

Art therapists must take steps to increase their knowledge, personal awareness, sensitivity, and skills when working with a diverse client population.

4.3 Maintaining Proficiency

Members are expected to stay informed of theoretical, clinical, and professional developments relative to their areas of professional practice and fields of specialization. Professional development includes: reading relevant literature and research findings; attending workshops, lectures, seminars, and study groups; participating in clinical supervision and peer consultation.

Art therapists must continually monitor their effectiveness as professionals and strive to improve professional competency and knowledge.

4.4 Compromised Proficiency

Art therapists must not undertake or continue to provide services when they are, or could reasonably be expected to be, impaired due to mental, emotional, physiological, and pharmacological or substance abuse conditions. If such a condition develops after services have been initiated, art therapists have a duty to discontinue the services in an appropriate manner. Art therapists should make reasonable efforts

to ensure that clients are notified and assisted in obtaining replacement services to ensure continuity of care.

Art therapists assume responsibility for their own emotional, mental, and physical health. When personal matters arise that could compromise their work, they take whatever steps are necessary, including obtaining individual therapy and/or supervision.

5. Professional Conduct and Boundaries

Professional boundaries are intended to set limits and clearly define a safe therapeutic relationship between therapist and client.

Boundaries include an actual or potential:

- personal,
- sexual,
- legal,
- financial,
- other professional interest or obligation

that may influence or appear to influence professional responsibilities. An effective therapeutic relationship requires a maintenance of boundaries.

5.1 Dual or Multiple Relationships

A dual relationship is defined as a situation in which an art therapist may have other relationships with the client in addition to their professional relationship.

A dual relationship does not necessarily constitute a conflict of interest; however, where dual relationships exist, there is a strong potential for conflict of interest and there may be an actual or perceived conflict of interest. Relationships beyond the professional one include, but are not limited to, those in which art therapists receive a service from the client, have a personal, familial, or business relationship with the client, or educational. Art therapists should not provide service to persons with whom they are having, or have had, a personal, professional, or financial relationship and are advised not to enter into other professional or financial relationships with their clients.

In cases where dual relationships are unavoidable, art therapists must evaluate whether a dual relationship might impair their professional judgment or increase the risk of exploitation or harm to clients. In rural settings where therapists are scarce, dual relationships may be unavoidable. If art therapists provide mental health services to individuals with whom there is a social or business relationship, special attention must be paid to preserving the therapeutic relationship and preventing boundary violation. Contact between the art therapists and the client outside the therapeutic hour should be avoided as much as possible.

5.2 Avoidance of Exploitation

Art therapists do not exploit persons over whom they have supervisory, evaluative, or other authority such as clients, students, supervisees, or employees.

Art therapists must not use information obtained during the provision of mental health services to directly or indirectly acquire advantage over or exploit the client or to improperly acquire a benefit.

5.3 Bartering

Anything other than regular fee payments must be considered a boundary issue, since there is a substantial risk for exploitation. Art therapists who consider engaging in bartering should employ the following safeguards: analysis of the possible implications and therapeutic issues, establishment of a clear contract/unambiguous guidelines with the client, discussion about potential difficulties and methods of resolution, and ongoing consultation with their supervisor and/or colleagues.

In some cases, community norms must be considered. In other words, art therapists must take into account the role of cultural beliefs and practices for small communities, particularly those with few resources.

**Additional information under Section 8 – 8.2/FEES

5.4 Gifts

Art therapists should not accept gifts of more than token value. Art therapists will not persuade or influence a client to make gifts or contributions of any kind or request favours or services for themselves. Accepted gifts will be documented.

5.5 Sexual Relations with Clients

Art therapists bear the burden of responsibility to uphold ethical standards and to act in the best interest of the client, not to further their own interest. Clients are vulnerable; therefore, art therapists have a moral responsibility to maintain professional standards and to model ethical behaviour.

Art therapists must avoid any type of sexual intimacies with clients. Art therapists should be aware that the client's autonomy remains at risk even after the therapeutic relationship ends because of the power differential inherent in therapy. Art therapists, in all such circumstances, clearly bear the burden to ensure that no such exploitative influence has occurred, and to seek consultative assistance. (CRPO-section D sexual abuse)

5.6 Sexual Relationships with Others

Art therapists must not engage in a sexual relationship with an individual with whom they have a current evaluative relationship or with whom they might reasonably expect to have a future evaluative relationship.

5.7 Sexual Harassment

Art therapists must not engage in sexual harassment in any professional context. Sexual harassment includes, but is not limited to, any or all of the following:

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

5.8 Other Forms of Harassment

Art therapists should not engage in any verbal or physical behaviour of a demeaning or harassing nature in any professional context, including workplace harassment.

Workplace harassment can include:

- a) Bullying (repeated and hostile or unwanted conduct - verbal comments, actions or gestures that may affect a reasonable individual employee's dignity or psychological or physical integrity and that result in a harmful work environment for the employee).
- b) Intimidating or offensive jokes, remarks, or innuendos (that demean, ridicule, embarrass, offend, or humiliate a worker or group of workers).
- c) Displaying or circulating offensive pictures or materials (in print or electronic form).
- d) Offensive and intimidating phone calls or emails.
- e) Behaviour that intimidates, isolates, or even discriminates against the targeted individual(s).
- f) Inappropriate sexual touching, advances, suggestions, or requests.

6. Representation of Services

Art therapists must not knowingly make public statements that are false, misleading, or fraudulent, concerning their mental health services or professional activities, or those of persons or organizations

with which they are affiliated. Accordingly, art therapists must not misrepresent directly or by implication their professional qualifications such as education, experience, or areas of competence.

6.1 Art therapists must not misrepresent their qualifications by listing or displaying any affiliations with an organization that might be construed as implying the sponsorship or certification of that organization. Specifically, members should not include reference to the Ontario Art Therapy Association in any promotional material (e.g., website, business cards) unless they are Professional or Registered members of the association. Art therapists do not use the initials OATA as if it were an academic degree.

If art therapists become aware of any misrepresentations of their own or associates/supervisees activities, functions, and credentials, they have an ethical obligation to work towards rectifying any such misrepresentation.

6.2 Presentation of Qualifications

Art therapists who are not members of a regulated professional association or The College of Registered Psychotherapist of Ontario, must inform all clients as to their status as a non-regulated professional and to the scope of competencies that their credential and certification allows.

In all spoken, written, or printed communications, Art therapists must accurately represent their own and their associates'/supervisees' qualifications, education, experience, competence, and affiliations.

Art therapists must clearly delineate their client populations, and be prepared to provide the credentials and training certificates certifying competency in the areas in which they advertise services.

Art therapists must take credit only for the work and ideas that they have actually generated, identify ideas contributed by others in proportion to their contribution and give credit for work done and/or obtain specific written consent when using other's intellectual property.

6.3 Promotion of Professional Practice

Art therapists must accurately represent their activities, functions, and likely or actual outcomes of their work, in all spoken, written or printed communication. This includes, but is not limited to: advertisements of services, course and workshop descriptions, and reports.

Art therapists must not make claims that guarantee cures or results.

When advertising or speaking about their services, art therapists may not compare their services with other art therapists or their profession.

Art therapists must not use places of employment that are unaffiliated with their private practice in order to actively solicit for clients.

Art therapists must not solicit prospective clients in ways that are misleading, that disadvantage fellow members or discredit the profession(s) to which they belong.

Art therapists must not include any endorsements or testimonials when advertising or speaking about their services. However, Art therapists may cite within their advertising awards of excellence and other merits related to the practice of the profession.

6.4 Provision of Information to the Public

Art therapists who provide information, advice, or comment to the public via any medium must take precautions to ensure that:

- a) The statements are accurate and supportable based on current professional literature or research;
- b) The statements are consistent with the professional standards, policies and ethics currently adopted by OATA and/or CRPO.

6.5 Logo

Members cannot use the OATA logo on any personal or professional material.

7. Records and Record Keeping

Art therapists will ensure that client records are up to date, complete and accessible. "If an art therapist maintains records sufficient to provide for ongoing quality care of the client, then the record is satisfactory for legal purposes." – Dr. R. Solomon, Faculty of Law, Western University, May 27, 2017.

Art therapists working within an agency will keep records to agency standards and requirements. Art therapists in private practice will keep records according to the standards, requirements and the essential references contained within this document.

7.1 Content of the Record

The record should include a copy of all written consents. All statements should be written in an objective, professional tone, particularly those relating to substance use/abuse, sexual activities, mental health, or other sensitive matters. Art therapists will refrain from pejorative or judgmental language.

7.2 Artwork in record keeping

Art therapists regard client artwork as a form of protected information. The original artwork is the property of the client. However, client artwork, or representations of artworks (which includes but not limited to digital, photograph, copy, or scan), are considered a part of the clinical record, retained by the therapist and/or agency for an amount of time consistent with provincial regulations, agency regulations, and sound clinical practice.

7.2.1. As art work is considered legal evidence, it must be retained in the client's file.

7.2.2 Art therapists must obtain written informed consent from clients prior to:

- A) Use of client artwork or representations for educational, research or assessment purposes
- B) Including client dialogue, artwork or reproductions for public consumption (including but not limited to teaching, writing, presentations, art shows)
- C) Photographing clients' artwork or video-taping, audio recording, otherwise duplicating, or permitting third party observation of art therapy sessions.
- D) Reviewing art work with third parties, members of interdisciplinary teams, supervisors and consultants.

7.2.3 Art therapists must protect client identity and disguise any part of the artwork or videotape that reveals client identity, unless the client has given written permission.

7.2.4 If termination occurs as a result of the death of the client, the original artwork is released to relatives:

(a) if the client is a minor or under guardianship.

<https://www.copyrightlaws.com/category/canadian/>

(b) unless the client has given written direction stipulating to whom and under what condition the artwork should not be released;

(c) if mandated by a court of law.

7.3 Access by the Client to the Record

Clients have the legal right to access material pertaining to themselves within their records. Time allotted to complete the request will not exceed 30 days and/or in accordance to agency policy and procedures.

<https://www.ontario.ca/laws/statute/04p03>

7.4 Couple, Family, or Group Therapy Records

When treating individuals together, either in couple, family, or group therapy, the personal information of the individuals is shared and communicated in a group setting; therefore, the records must reflect information about each individual and also about the relationships.

Where the individuals receive a combination of individual and couple/family/group therapy, art therapists must keep separate records individual therapy. The art therapist must protect the information disclosed within individual therapy.

7.5 Access by an Individual to Couple, Family, or Group Therapy Records

An individual has the right to access *any* record that pertains to him/her. When individuals meet for couple therapy, family therapy, or group therapy, there is implicit consent to share personal information with the other members present. Consequently, each individual has right of access to the record without the consent of the other(s). Art therapists are advised to state this **explicitly** at the start of therapy and to include this information on the consent form. An alternative would be for the art therapist to keep separate records for each client from the outset and inform the participants that each would only have access to their individual record.

<https://www.ontario.ca/laws/statute/04p03>

7.6 Disclosure of Information from the Record to Third Parties

Art therapists must inform clients early in their relationship of any limits of client confidentiality including with respect to the client record. Members can disclose information from the record to third parties with the written consent of clients or their authorized representatives. The consent must specify:

a) The information that is to be disclosed, for example a partial record, the entire record, or a summary of the member's contact with the client;

b) The party or parties to whom the information is to be disclosed;

c) The term of validity of the consent.

If, in the art therapist's professional judgment, disclosure of information from the record to a third party could result in harm to the client, art therapists make a reasonable effort to inform the client of the possible consequences and seek to clarify the client's consent to such disclosure.

Art therapists may disclose information from the record to third parties without the client's consent only if disclosure is required or allowed by law.

When art therapists receive a request from a third party (e.g., mediators, lawyers, or courts) to disclose information from a record that pertains to more than one client, for example a couple, family, or group, art therapists obtain consent to the disclosure of information from all of the clients before information from

such record is disclosed to the third party. In addition, the consent needs to be specific to the material chosen or the reports given.

Art therapists who are served with a formal notice or subpoena to produce client records before a court and who are of the opinion that disclosure would be detrimental to the client, can themselves, or through legal counsel, advocate for non-disclosure to the court.

7.7 Providing Reports

Requested reports must be provided in a reasonable time period, usually within 30 days.

Art therapists must exercise appropriate care when placing information in a common record in an effort to ensure that their reports and recommendations are not misunderstood or misused by others who may have access to the file.

Art therapists should make reasonable efforts to ensure that the disclosure and transmission (including electronic) of information protects the privacy of the client record.

7.8 Retention of Records

Unless otherwise required by law:

- a) Records should be kept for a period of ten years* following the client's last contact; or
- b) If the client was less than eighteen years of age at the time of his/her last contact, ten years* following the day the client became or would have become eighteen.

In private practice, the art therapist is responsible for the retention of records.

If the art therapist works in an agency/institution, the agency/institution owns, and is responsible for the record.

<https://www.ontario.ca/laws/statute/04p03>

7.9 Billing Records

Records of fees charged and received from clients should contain the following information:

- a) the payer;
- b) the recipient of mental health services;
- c) the service provider(s);
- d) the date of service;
- e) the nature of the service;
- f) the fee for the service;
- g) the payment received;
- h) the date of payment.

Such records should be retained for five* years from the date of the last interaction with the client or the client's eighteenth birthday, whichever is later.

7.10 Appointment and Attendance Records

Record keeping includes creating and maintaining an appointment and attendance record for five* years.

7.11 Security of Client Records

Art therapists should make reasonable efforts to properly store client records, ensuring that they are secure and protected from loss, tampering, or unauthorized use or access.

8. Fees

Art therapists must reach an agreement with an individual, group, or organization concerning the services to be provided, the fees to be charged, late payments fees or interest, and the billing arrangements prior to providing services. It is strongly recommended that Art therapists provide clients with a clear written

outline detailing these fees and payment procedures, along with any reasonable penalties for cancelled or missed appointments <http://www.oata.ca/members>

If third party payment is involved, a written explanation must be provided to the client as to how these transactions will be handled. If additional services that fall outside of the initial agreement are requested by the client, a member must outline the charges for these additional services in order that the client may decide whether or not to contract for these services.

Any fees charged for missed or cancelled sessions must not exceed the originally agreed upon session or appointment fee.

8.1 Change of fees Any changes in the services to be provided must be agreed to by the client before service is delivered or fees are changed.

Art therapists should not charge a fee that would be considered by the majority of 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.

8.2 Bartering Extreme caution should be used when considering barter payments as the potential to create a conflict of interest along with tax ramifications are exceptionally high; art therapists should not enter into these agreements unless there is no conflict of interest, no risk of client exploitation and no other suitable alternatives (such as a sliding scale). Any barter agreements must be carefully discussed with the client and documented in writing. If a client is unable to pay for an art therapist's services, the art therapist may also refer the client to other suitable and affordable services. *Additional information in Section 5.3

8.3 Collection of Unpaid Fees

If the client does not pay for mental health services as agreed, and if the art therapist intends to use a collection agency or legal options to collect the fees, the art therapist should first inform the client of this intention and provide a reasonable opportunity and options for payment to be made.

8.4 Interest Charges

An art therapist may charge interest on an overdue account if the client is informed of this practice at the time of billing. Interest charges must be at a previously agreed upon rate and should not exceed what is reasonable to cover costs.

9. Electronic Practice (E-Practice)

*** augmented reality or virtual reality impact***

Electronic practice is defined as the provision of services (assessment, treatment, or other intervention) via electronic means rather than standard in-person methods. Delivery may be synchronous or asynchronous and provided by: telephone; teleconferencing; e-mail; text messaging; Internet-based voice, video, instant messaging, or videoconferencing (including Voice Over Internet Protocol - VoIP); social media; or other media. These alternative forms may be utilized as the sole means of contact with clients or may be used as an adjunct to in-person services. It is understood that regardless of the delivery method the same standards of practice and ethical guidelines should be observed as for in-person services. It must also be acknowledged that there are some additional considerations connected with electronic practice. These additional considerations are outlined within this section.

9.1 Informed Consent and Contact Information

If art therapists contemplate providing services through electronic means to a client they have never met face-to-face, art therapists must take all reasonable measures to ascertain that the person is representing him/herself with verisimilitude. Art therapists are encouraged to have potential clients confirm that they have read and understood consent to services, along with providing complete contact information. Art

therapists must attempt to verify that the client is old enough and has the capacity to consent to assessment or treatment; this may, for example, be done via questionnaire. Additionally, art therapists must ask potential clients to agree to accurately portray themselves at all times unless they are specifically being asked by the art therapist to engage in a role-play.

Art therapists must ascertain which issues, conditions, or disorders the said art therapist has the capacity to assess or treat via electronic practice. If issues are deemed to be inappropriate for services delivered through electronic practice, art therapists must inform the potential client of this and, whenever practical, suggest alternative appropriate services.

Art therapists must be clear with potential clients that crisis counselling is not provided by electronic means. As crises may arise during the provision of services, art therapists must ensure that they have alternate means for contacting the client and that art therapists have provided the client with clear directions as to how to connect with crisis services. If art therapists are providing services through electronic practice to someone outside their immediate geographical area, art therapists must make themselves familiar with the mental health and crisis intervention services available in the client's area; art therapists must be prepared to connect clients with appropriate services in the client's area.

9.2 Special Concerns Regarding Privacy

When providing services through electronic means, art therapists are responsible for ensuring that privacy is maintained for clients. Art therapists must take all reasonable measures to ensure that electronic communications are accessible only to the said art therapist and the client. For example, electronic messages and transmissions must ideally be encrypted and password protected to reduce the possibility that transmissions might be "hacked" or accessed by someone other than the art therapist and their clients. Art therapists must outline to clients how to enact encryption and password protection.

If, for whatever reason, art therapists operate their electronic practice without encryption or password protection, the art therapist must inform the client that these exchanges may not be secure.

9.3 Response Time and Appointment Times

If providing asynchronous services through electronic means, art therapists must clearly convey to clients the time frame within which a response may be expected.

Art therapists must inform clients as to when the art therapist may be reached for synchronous exchanges and must attempt to set appointment times for these exchanges.

9.4 Payment

Art therapists should ensure that clients have a secure and confidential means for making payments. Art therapists must be clear as to what the client is paying for and establish rates in advance of commencing services. For example, if a client is paying for telephone psychotherapy, fees must be established for a set time frame prior to the commencement of the telephone session. Similarly, if clients are receiving asynchronous e-mail responses, art therapists must be clear as to how much time they will devote to responses and establish a fee prior to delivering the service. Once established, fees must not be altered without prior consultation and agreement with the client.

9.5 Record Keeping

All record keeping standards that pertain to in-person mental health services must be adhered to in an electronic practice. For example, art therapists must keep session notes along with billing records.

9.6 Training

As electronic practice can present special challenges not inherent in more traditional forms of mental health services, art therapists are advised not to engage in electronic practices, such as virtual reality, without appropriate training such as that provided by a formalized training course.

9.7 Liability Insurance Issues

It would be wise for art therapists to discuss the policy regarding liability insurance for electronic practice with their insurance provider.

10. Supervision and Consultation

10.1 Ongoing Clinical Supervision for Professional College Regulated and Non-regulated Members

Art therapists are expected to engage in ongoing clinical supervision. It is required that the art therapist ensure that supervision is conducted by a practitioner who has extensive clinical experience, no less than five years. The supervisor must be a member of a regulated profession or a registered member of recognized art therapy association. The supervisor must have successfully completed courses in clinical supervision as required by a College or Association.

In practices where supervision comprises a regular part of the art therapist's provision of service, supervisors should co-sign progress notes; in particular, if one session is being used in case supervision, both the notes regarding the consultative process and the corresponding progress notes should be signed by the supervisor.

10.2 Supervision: Informed Consent from Clients (under consent 3.1 as c)

If information about clients will be shared in supervision, clients must be informed, and their consent given. Efforts to disguise clients' identities should go beyond excluding a client's last name. Sometimes nonessential details can be deliberately altered while still preserving the integrity of the case.

10.3 Responsibility of Clinical Supervisors

Art therapists who are responsible for supervising employees, students, and trainees, including those registered with a College, should ensure that:

- a) Supervisors have the necessary knowledge, skills, and qualifications to supervise others in accord with agency and association regulations;
- b) Supervisors provide supervision appropriate to the knowledge, skills, and competence, and scope of practice, of the individuals being supervised;
- c) Supervisors take responsibility for clarifying their respective roles and obligations;
- d) Supervisors take steps to safeguard the welfare of clients during the period of supervision and intervene when necessary to ensure this obligation is met;
- e) Non-regulated providers need all reports and formal correspondence co-signed by supervisors; Billing for services is in the name of the supervising member, Professional Corporation, or employer.

References:

The American Art Therapy Association. (2013). *Ethical Principles for Art Therapists*. Retrieved <http://arttherapy.org>

The College of Registered Psychotherapists of Ontario. (2011). *Code of Ethics*. Retrieved <http://crpo.ca>
Dr. Solomon, Esq. <http://law.uwo.ca/faculty/RobertSolomon>