

PRACTICE SUPPORT DOCUMENT ON TELEPSYCHOLOGY SERVICES

The Saskatchewan College of Psychologists provides practice support documents to assist members with identifying issues for consideration with respect to a particular aspect of psychology practice. Practice support documents are intended to provide general guidance in dealing with a practice issue but they cannot anticipate all variables that might be relevant to a member's decision-making. Practice support documents are not meant to be exhaustive and the College accepts no responsibility for any errors and omissions. The information in these documents is not legal advice, and does not replace governing legislation or professional standards of practice that take precedence over practice support documents to the extent of any inconsistency. In addition, the practice support documents do not establish binding standards of practice or impose mandatory requirements to the extent that such requirements are not already established by governing legislation and professional standards. Members are responsible for any decision made respecting their practice of psychology and practice support documents are not intended to be a substitute for professional judgment. This document must not be copied in part, and any copy of its entirety must retain this disclaimer and attribute this document to the Saskatchewan College of Psychologists. Practice support documents are current to the date published on the respective document.

The term telepsychology is used to refer to any psychological service that is offered by a provider who is not physically present with the service recipient, whether the provider and client are in different buildings, different cities, different provinces, or different countries. Such services may include those provided via email, telephone, videoconference, or other electronic media. This document is intended to assist registrants who are considering providing telepsychology services.

The Issue of Jurisdiction

Some regulatory jurisdictions consider the service to have been delivered where the client is physically located, while others consider the service to have been delivered where the provider is physically located. This means that jurisdictions are not consistent in considering who has regulatory authority over the service provider. If a Saskatchewan College of Psychologists (SCP) registrant is providing a telepsychology service to a client and both are physically located in Saskatchewan, the SCP is the relevant regulator. In all instances in which the client, the registrant, or both are outside of Saskatchewan, it is the responsibility of the registrant to determine any requirements for registration or licensure in the additional relevant jurisdiction(s), and to be compliant with those requirements. It is also the responsibility of the registrant to determine any legal or ethical requirements of the other jurisdiction(s) and to maintain compliance with those in addition to the legal and ethical requirements established in Saskatchewan.

General Checklist for Telepsychology Services

- ☐ I have determined whether I need to be registered in the jurisdiction(s) in which the potential client(s), and/or myself, are located in order legally to offer the service being contemplated, and have taken steps as appropriate to register in that (those) jurisdiction(s).

- ☐ I have determined all relevant legal requirements regarding offering services in the other jurisdiction(s) and will ensure that I am, and will remain, in compliance with those requirements, including laws related to age of consent, mandatory reporting issues, any telepsychology-specific legislation, etc.
- ☐ I have apprised myself of all professional standards or other corresponding rules/regulations in the other jurisdiction(s), and will ensure that I am, and will remain, in compliance with those regulations. In the event of any conflict between requirements, I will abide by the higher standard.
- ☐ I have determined that my liability insurance coverage includes coverage for the specific services I am considering offering in the specific jurisdiction(s).
- ☐ I have determined that my liability insurance coverage meets the insurance requirements set by the target jurisdiction(s).
- ☐ I have the appropriate education, training, and experience to offer the contemplated service in the modality being considered.
- ☐ I am competent with all aspects of the technology I am considering utilizing, including with issues related to ensuring confidentiality and security risks, and I maintain current knowledge of developments with the specific technology I plan to use.
- ☐ I have a procedure in place for dealing with any technology failures that occur and have shared my plan with my client(s).
- ☐ I have established appropriate consultation resources that I may access as necessary to maintain and enhance my competent practice of telepsychology services.
- ☐ I will maintain ongoing current knowledge of scientific and professional developments related to the telepsychology services.
- ☐ I have considered whether there is appropriate empirical support for the specific intervention or other telepsychology service being considered.
- ☐ I have considered whether there is appropriate empirical support for the telepsychology service with the specific type of client in question.
- ☐ I have considered whether there is empirical evidence to suggest that the contemplated telepsychology services are at least as beneficial in the circumstance as face-to-face psychology services.
- ☐ I have considered whether the contemplated telepsychology service serves the best interests and welfare of the intended client(s).
- ☐ I have considered how best to structure the service and my availability to maximize client welfare.

- ☐ I have considered potential safety or other concerns regarding the intended client(s) and familiarized myself with the client's local supports and other location-specific resources as necessary.
- ☐ I have considered my client selection process to ensure that I will only offer my services as appropriate to maximize client welfare.
- ☐ I will consider when a referral to another professional may be in the client's best interests and have established referral resources for that purpose.
- ☐ I have considered the information I need to provide to clients to ensure that I am obtaining proper informed consent given the current state of the empirical literature pertaining to telepsychology services, including specific risks related to the service, any additional risks to confidentiality and my management of those risks, and specific elements of a telepsychology-based professional relationship.
- ☐ I have identified the steps I will need to take in the event a reporting issue arises, including jurisdiction-specific requirements, and my informed consent process includes a review of this issue with potential clients.
- ☐ I have advised the client(s) regarding all regulators who have authority over me and to whom they should direct any concerns in the event they wish to make a complaint.

Additional Issues Specific to Telepsychology Assessment

- ☐ I am contemplating an assessment via telepsychology in this specific circumstance because an inperson assessment is not feasible, or other specific circumstances are rendering this service necessary.
- ☐ I am aware that I am fully responsible for the decision to provide telepsychology rather than in-person assessment services in each case I do so.
- ☐ I am aware that organizational/institutional preference or pressure is specifically not a sufficient basis for providing telepsychology-based rather than in-person assessment services.
- ☐ I maintain current knowledge of developments with telepsychology assessment services.
- ☐ I have a procedure in place for dealing with any technology failures that occur during an assessment, including considering any impact on the assessment process and results, and for addressing these in my report.
- ☐ I will only utilize assessment procedures for which I have established competence in face-to-face settings.

- ☐ I have an established procedure for accurately confirming the identity of the client I am assessing.
- ☐ I have established a process for obtaining informed consent to permit me to review any documents I wish to review prior to undertaking my interview, and testing, if any, with the client.
- ☐ I will discuss with the client all relevant issues as part of obtaining informed consent to proceed, including all regular elements of consent for an assessment, and any elements specific to the telepsychology process and the technology being used. Specific elements may include possible limitations to my opinions due to the telepsychology nature of the service, any additional threats to confidentiality, etc.
- ☐ I have identified client characteristics that should be considered when determining whether a telepsychology assessment is appropriate, and I will undertake a consideration of these characteristics for each and every client prior to proceeding with an assessment.
- ☐ I have considered specific client characteristics that may lead the assessment results to be influenced by the telepsychology medium itself (e.g., acute mental health status, cognitive ability, culture, language, socioeconomic status, familiarity with the technology, etc.), and I will address these in my report, including by noting any limitations to the assessment results and my opinions.
- ☐ I have an established procedure for evaluating the setting the client is in, including: whether anyone else is present, or enters the room after the assessment has begun; possible distractions that will not be apparent to me during the assessment (such as sights, sounds, or smells outside of my awareness); whether the client has access to response aids, such as to printed material, the Internet, or another person providing prompts; and any other setting-specific factors that may affect the assessment results. I will address this issue in my report.
- ☐ I will remain attentive during my assessment to any client characteristics or other emergent events or factors that suggest the assessment should be paused or terminated, and I have a plan for addressing this need should it arise.
- ☐ I will consider the impact of the technology on the establishment and maintenance of rapport with the client being assessed and thereby on the assessment results, and I will address this issue during the assessment and/or in my report, as appropriate.
- ☐ I have considered whether the use of any psychology test via telepsychology will create a threat to test security, and whether the test publisher has a secure online option available to users that would be preferable to use in this circumstance.
- ☐ I have reviewed any and all policies from the test companies regarding any opinion they have about using each test I am contemplating employing in a telepsychology format.
- ☐ I will not let any test materials out of my possession or the possession of an assistant who is under my supervision.

- ☐ I have carefully considered the standardized administration requirements specified for each psychology test I am contemplating utilizing as part of my assessment, and whether the integrity of the test's psychometric properties (including reliability and validity) can be maintained sufficiently to proceed via telepsychology. I will not utilize any psychology test via telepsychology if the planned administration will invalidate the test results or unduly threaten the security of that test, and for those tests I do use, I will note any limitations to the reliability and validity of the test results and to my opinions in my report as appropriate.
- ☐ I have considered whether there is a greater risk of failing to detect client comprehension difficulties or other emergent problems due to the technology, and I will address this issue during the assessment and/or in my report, as appropriate.
- ☐ I will ensure that I address any and all limitations to my assessment, the results, and any conclusions I draw, opinions I offer, or recommendations I make, whether these are related to client characteristics, issues related to the client's environment, test factors, the telepsychology medium, or any other factor.
- ☐ I will ensure that any personnel with whom I do not have a supervisory relationship (e.g., persons escorting the client) who are located at the site where the client is situated either leave the room during the assessment or have agreed to confidentiality requirements, as appropriate.
- ☐ I bear professional responsibility for any personnel who are located at the site where the client is situated and who are assisting me with test administration or any other aspect of my assessment, and I will make this known to the client and any third-party payer.
- ☐ I have considered that the client may need support or other local resources after the assessment and have taken steps to ensure the client is apprised of any available resources.
- ☐ I have a plan in place to provide the client with feedback about the assessment, unless this is not possible due to the requirements or legal parameters of the assessment.

Considerations Related to Video Conferencing Platforms

The use of video conferencing for meetings and professional services has become increasingly widespread. The consideration of which online video conferencing platform to use for providing telepsychology services is a very important one. The decision requires due diligence on the part of the psychologist to ensure that the video conferencing platform chosen is: (1) secure; (2) meets the requirements of prevailing privacy legislation; and (3) supports the psychologist's adherence to their professional obligations and responsibilities. As the regulatory body for the profession, the SCP cannot endorse or recommend a specific video conferencing platform. The decision about the video conferencing platform to be used for the provision of telepsychology services is the responsibility of the registrant.

Many online video conferencing platforms are owned and operated by entities outside of Canada, and while they may be compliant with the privacy legislation in the originating country this may not be sufficient to meet privacy requirements in Canada and/or Saskatchewan. One should not assume that privacy legislation in other locations around the world is congruent with Canadian legislation in terms of

issues such as purpose, scope or authority. There also may be other legislation within the originating country which establishes authorized access to information, and thus potentially could impact the psychologist's ability to assure client privacy or the confidentiality of their personal information.

It is important to be aware that it is the psychologist using the service and not the online video conferencing platform that is subject to relevant privacy legislation in Saskatchewan for safeguarding the privacy and security of personal information, and registrants using a video conferencing service need to familiarize themselves with their legal obligations and make decisions consistent with those obligations. The following questions are intended to be helpful to those considering using an online video conferencing platform to provide healthcare services.

Questions to Consider When Deciding on a Video Conferencing Platform

- Am I required to input any identifying personal information / personal health information about the client into the video conferencing platform to access the service? If so, what protections exist for the security and confidentiality of the information? Depending on the nature and the extent of the personal information / personal health information that is required, an agreement with the third-party provider may be necessary to meet my professional obligations.
- Is the video conference recorded? If so, where is this stored and who has access to it? If the thirdparty provider has access to that recording, then an agreement requiring compliance with governing privacy legislation is likely required. Consideration should be given to avoid recording if third party access is possible.
- What record, if any, of my video conference with my client would be retained by the third-party service provider / the platform? If a log or other information is retained, does it contain any personal information / personal health information relating to my client? If so, an agreement with the third-party service provider may be required to meet my obligations.
- Do I need to seek a legal consultation to determine whether the platform I am considering is compliant with applicable privacy and security legislation?
- Do I have a thorough understanding of the security features of the platform and how to apply them?
- Do I have a written privacy breach policy that outlines how risk will be mitigated and managed?
- Does my liability insurance cover services that are provided via an online video conferencing platform or other electronic means?
- What issues specific to the particular technology I am using need to be discussed during my informed consent process with the client? Obtaining fully informed consent about services to be provided, including the risks versus benefits of delivery via technology, is essential, and I cannot guarantee the security of a video conference.

- What is the reliability track-record of the platform? What is my established plan for emergencies, including in the event of a technology failure?
- How will I safeguard confidentiality in my own environment when using the technology, including ensuring that the video conference / electronic communication cannot be seen or heard by anyone else, and that any notes I take during the service or relating to it are kept confidential and secure?
- How secure is my own internet connection to the online platform? Can the information being transmitted be intercepted by a third party?
- Does the platform have other integrated software, such as AI for the purposes of generating notes? Where and how is that information processed and retained?