Virtual and cross-border practice

CRPO's electronic practice standard, whether virtual therapy suits a client, what to agree first, clients outside Ontario, and how CRPO says to choose a platform, with PHIPA's safeguards.

Study aid, not legal advice. Last verified against the official sources linked below on 11 November 2026.

1 The standard, 3.4

- Every standard applies, in person, by phone, by video or a mix (**3.4.1**).
- Informed consent to the specific technology and its risks (**3.4.2**), and an agreement before services start, ideally in writing.
- Technology that is secure, confidential and suited to the client (**3.4.3**); never social media as a platform for therapy.
- Liability insurance that covers electronic services before you treat (**3.4.4**).
- The licensing rules where the client is located (**3.4.5**).
- Copies of written exchanges, secure text or email, in the record (**3.4.6**); your own judgment over any computer-generated assessment or AI output (3.4.7).
- No psychotherapy to **anonymous** clients.

2 Does virtual suit this client?

- **Weigh** their concerns, reliable access to the technology in a safe and private place, their comfort with it, their capacity to take part, and local supports.
- **Think twice** with psychosis, a risk of an acute reaction such as panic, a risk of harm to self or others, or the impact of trauma: in person or a referral near the client may fit better.
- **Keep checking** that the technology still serves the therapy; if not, supervision, local resources, an in-person session or a referral.

3 Agree before the first session

- [ ] The platform, and its risks and limits.
- [ ] What happens if the connection drops or the client is in crisis, and where they are: crisis services there.
- [ ] Confidentiality, its limits, and what the client can do to protect their privacy.
- [ ] Recording only with consent covering its purpose, storage, transmission and deletion.
- [ ] Your hours and reply times between sessions; fees and cancellations.
- [ ] That you are regulated in Ontario and CRPO handles complaints.

4 Clients outside Ontario

- The rules that apply are generally those of **where the client is**, as well as Ontario's and CRPO's.
- Find out whether psychotherapy or counselling is regulated in that place, and ask the **regulator there**: some license the work, some restrict a title or an act, some do not regulate it.
- Confirm your **insurance** covers clients in that province or country.
- Know the **emergency contacts** there: emergency services, crisis lines, child welfare.
- With a client **outside Canada**, data cannot stay in Canada: discuss it as a limit of confidentiality.

5 Choosing a platform

- **End-to-end encryption**; if you cannot ensure it, use another platform or tell the client the risks as part of consent.
- Data stored and moved **within Canada** where possible; if not, a limit of confidentiality to discuss.
- The vendor and its staff **cannot see** the content; metadata does not identify clients and is not sold or shared.
- A written confidentiality commitment, a way of handling **breaches** and vulnerabilities, independent security checks, and a log of your own activity.
- **Test it** with colleagues first, and work from a private, professional setting.
- PHIPA **s. 12 (1)**: take reasonable steps to protect health information against theft, loss and unauthorized use or disclosure.
- PHIPA **s. 12 (2)**: if it is stolen, lost, or used or disclosed without authority, notify the client at the first reasonable opportunity.

Same standards on screen: consent to the technology, secure tools, the client's location, insurance and a crisis plan.

Official sources: CRPO Standard 3.4: Electronic Practice and CRPO Electronic Practice Guideline and CRPO: Selecting a Communications Platform and PHIPA, s. 12. Condensed from Client-Therapist Relationship and The Legal Framework. Independent study aid, not legal advice, not affiliated with CRPO or COMPASS.