



Australian Counselling Association Inc - ABN 12 242 711 378

Guidelines for online counselling and psychotherapy

ACA would like to acknowledge the British Association for Counsellors and Psychotherapists (BACP) for the development of these guidelines and also thank them for allowing ACA to adapt them. The following guidelines have been adapted for ACA member use however the original document and research undertaken for the production of this document must be accredited to the BACP.

The purpose of these guidelines

This document provides the essential elements of the guidance issued by ACA for those involved in the provision of counselling and psychotherapy over the internet. While it is written primarily for practitioners, it will also be of use to providers of online therapy services, those considering using them, and those with an interest in the subject.

This guidance is supplementary to the more general statements on good and ethical practice of therapy produced by ACA, to which the reader's attention is drawn. It is also subordinate to them and to general ethical considerations as laid out in the ACA Code of Conduct.

As well, in regard to all innovative or under-researched means of service delivery, practitioners should proceed with appropriate caution. It remains the practitioner's responsibility to ensure that any additional benefits for clients from online therapy outweigh any limitations of the service provided and that any risks are minimised, kept to an acceptable level, and appropriately managed. It remains the practitioner's responsibility to assess the best and most appropriate course of action at all times.

ACA recognises the growing importance of online provision for a wide range of psychological therapies and the potential for significant benefits, especially for those who have difficulty in accessing traditional face-to-face services or who prefer not to use them, however, as these Guidelines are published, this is still a very new way of working and it is not yet possible to provide definitive answers to all practice issues.

These Guidelines raise questions that should be considered carefully by practitioners and organisations engaging in online therapy, and should be addressed, where appropriate, in specialised training and supervision. At this early stage of development it is acknowledged that further research and development is required. Consequently, **publication of these Guidelines should not be taken as any endorsement of online therapy provision per se.**

ACA emphasises that all practitioners in the psychological therapies, including all forms of counselling and psychotherapy, should be properly qualified and accountable for the work they undertake.

The guidance provided in this document applies to both counselling and psychotherapy provision. Not only do the terms overlap, but the functional distinction between them is increasingly seen as relating more to professional context than to differences in clinical practice. The terms have thus been used interchangeably or replaced with the overall term ‘therapy’ to indicate the full breadth of activities covered by either term. The term ‘practitioner’ has been used to refer to counsellors and psychotherapists of all kinds.

Primary focus

This document relates primarily to text-based communication over the internet. This has been taken to mean:

- Either email – in which messages are exchanged over the internet and may be read and replied to at any time
- Or internet relay chat (IRC) – in which both parties are online simultaneously and messages are received and responded to immediately; examples are AOL’s Instant Messaging or ICQ (‘i-seekyou’).

Exclusions

This document does not directly apply to provision of therapy via the telephone or video links or through software used either with or without skilled assistance, although there may be some overlap between online therapy and these other forms of provision.

The potential for online therapy

It is not yet possible to say whether the necessary conditions for effective therapy can be created online. Anecdotal evidence suggests that it is not only possible to create deep, emotional relationships online but that – with some differences – these can closely resemble relationships formed in face-to-face therapy. Reported examples of these differences include the possibility of a greater willingness to disclose personal information, greater possibilities for deception or impersonation, and sometimes strong emotional response to messages that are either insufficiently clear or deliberately antagonistic. These need to be researched further.

Who should offer online therapy?

Competence

It is only right and proper that practitioners should be prudent and conscientious in their consideration of the challenges of any new area of practice, including online therapy provision. Competence as a therapist in one medium does not necessarily translate into another medium.

Online therapists, like those working in any other way, are required to ensure that they are working within their professional capabilities and are properly trained and supervised for all services they offer.

Online provision is a specialist area, requiring a level of competence at least as high as that for face-to-face work. Very few practitioners will be able to engage in online therapy without additional skills, training and experience. **Online therapy is NOT appropriate for novice or inexperienced practitioners.**

Limitations of practice

Practitioners should consider both the limitations and complexities of offering their services online and the suitability of what they can offer in this way for particular clients or client groups. They should also consider the shift in skills and practices required for online work and the effect on the likely experience and outcomes for clients in relation to both their theoretical orientation and personal skills. Some models of therapy will be less suited than others to being adapted to text-based communication.

Training and supervision

Specialist training in online provision of counselling or psychotherapy may be required before offering such services. Practitioners will need to consider their ability to deal competently with a number of issues beyond those involved in face-to-face therapy. Examples include:

- The shift from verbal to written communication skills;
- The importance, and difficulties, of building and maintaining an adequate therapeutic relationship online;
- The importance of greater clarification than in face-to-face work so that misunderstandings do not occur;
- Assessment issues and skills when working online, e.g. establishing the suitability of online counselling for the issues at hand and the individual concerned, and in terms of the physical and transactional limitations of online provision;
- Appreciation of appropriate administrative practices, e.g. legal obligations, data storage;
- Adequate knowledge of technical questions relating to the security, privacy, etc of their online work. Specialist or additional supervision, over and above that required for face-to-face provision, may be required.

Verification of practitioner identity and credentials

Clients should be able to verify a practitioner's identity, and the accuracy and adequacy of their stated credentials, in an easily accessible way – for example, by referring to the ACA Practitioner Register found on the ACA web site www.aca.asn.au.

The worldwide web is the most accessible route for clients to verify their therapist's credentials, and ACA, in common with other professional bodies, has an online directory in which, to date, 100 per cent of its practicing members have chosen to be included (see ACA website: www.aca.net.au)

Who is online therapy suitable for?

Client groups and issues

Clear, consistent trends from empirical research are lacking regarding the efficacy of online therapy. Consequently, the following statements are based on theoretical

considerations. At the time of publication of the BACP guidelines on which these are based (June 2001) the lack of consensus on the suitability of any given issue, or client group, for online therapy means that it is premature to provide specific guidance on clinical indicators or contra-indicators. Much will depend on the competencies of individual practitioners. Practitioners should consider carefully which factors will enhance or inhibit their work with particular client groups when working online and these should be clearly identified in pre-therapy information.

It is especially important that therapists have in place robust procedures, such as appropriate pre-therapy assessment, to identify clients who are unlikely to benefit from their online services, who may be at additional risk, or with whom they are not competent to work online.

Cultural Issues

Online therapy offers the opportunity for clients and practitioners to contact each other in any part of the world. It must be stressed that competence to practise in one cultural environment does not necessarily imply competence to work in another. Practitioners should consider carefully the impact of their practising style, and of professional and cultural assumptions, upon their client. This applies equally to transcultural online therapy within national boundaries.

Gender, race and disability

Online therapy is likely to reduce the impact of a range of inequalities since, for example, a client's gender, race or disability will not be immediately apparent. Practical barriers – such as hearing impairments – and attitudinal barriers – such as racism – may be minimised, however therapists may need to reflect carefully upon how this lack of familiar cues will affect their practice and upon the ability to be sensitive to important issues.

Paradoxically, online therapy may deny other groups access, for example, it may not be accessible to some people with learning disabilities or those who are unable to read. Issues of equity in access to counselling will need to be addressed both by individual practitioners and by those commissioning and managing delivery of online counselling services.

Age

Special attention should be paid to ensure that online therapy provision is appropriate when offered to minors. Practitioners should note that the definition of 'minor', and the implications of working with those below that age at which legal consent may be required to participate in activities such as counselling or psychotherapy, may vary from state to state.

Informed consent

Practitioners must take all reasonable steps to ensure that clients give their properly informed consent prior to engaging in online therapy. This is of particular concern when offering therapy services online because the medium can make it difficult to verify whether a client is too young to give consent or whether their ability to give informed consent is limited, for example due to learning difficulties. Reasonable steps should normally be taken to establish whether third-party or parental consent is required for work with a particular client and that, where appropriate, it is properly

obtained. Further means of verifiable identification should normally be sought via, for example, telephone or signed letter.

Clarity of contracting

Different contexts will dictate different needs when contracting to undertake work with a client. Some clients, for example, may contact a service within a broader contract made on behalf of, for example, an employer, insurance company or trade union. Some clients may be making use of a service in an emergency or as a 'one-off' contract. In such circumstances it may not be necessary or appropriate to cover some issues, such as practitioner qualifications and confidentiality, in detail every time. In other circumstances a greater depth of information is appropriate to ensure that clients are properly informed. There must, however, always be a direct therapeutic contract between practitioner and client and careful consideration should be given to identifying topics that must be covered in an initial exchange of messages, before therapy or counselling begins and the contact is formed.

All essential information, especially pre-therapy information and contractual issues, should be communicated directly to prospective clients in the body of the message, i.e. not in an attached file, which may not be readable by the client. Practitioners should not assume that their clients will have read information on their website in detail.

Practitioners should take into account the greater possibilities of misunderstanding when they are restricted to text-based communication. Thus, throughout contact with clients, practitioners will need to take care to ensure that the language used is unambiguous, clear and avoids giving offence. The terms of the contract especially (and the procedure for contract formation) should be clearly spelled out, communicated to and even where international or cross-cultural provision is not specifically intended. Practitioners will need to consider the boundaries and limitations of what they are able to offer. The limitations of online provision are likely to be different from those in face-to-face work and the relevant issues should be clearly communicated to clients prior to commencing therapy. Such issues may include:

- **Time boundaries.** This is especially important in e-mail services in view of the need to define, for example, when the practitioner will be available to read and respond to messages, and how long they will be able to spend doing so. It may not be possible, for example, to respond to all the issues raised in a lengthy message or rapid sequence of messages within the contracted time. Conversely, shorter messages may not warrant a therapist's attention for the equivalent of an entire scheduled therapy session. Any charges made for services should be reasonable, agreed in advance and properly reflect the amount of therapist time required.
- **Response time,** i.e. how long it will take for messages to be responded to.
- **Fees and fee structure, where applicable** (e.g. per message, per hour spent in responding and usual length of time to respond etc.), how to pay, policy on international exchange procedures and so forth. Where charges are made, secure payment facilities should always be available.

- **Applicable law and terms of contract**, i.e. which nation's laws should be taken as governing the contract. This is particularly important in relation to your insurance boundaries.
- **Applicable professional bodies, regulatory issues and complaints procedures**; see ACA Code of Conduct
- **Procedures, processes and techniques that will or may be offered**, their applicability in the online environment; when and/or for whom their use is contra-indicated; their likely outcomes and limitations.
- **Client and practitioner responsibility for checking accuracy**, especially for things such as outgoing e-mail address.
- **Use of attached files**, for example, some practitioners or clients may prefer not to open attachments because of the risk of viruses.
- **Virus checking and disclaimer for unintentional virus infection.**
- **Alternative means of communication** in the event of breakdown of either party's hardware or software.
- **Confidentially** (including its limitations in online therapy, practices which help to maintain it, disclosure to third parties, etc.)
- **Emergency procedures**: steps that may be taken by either client or practitioner in an emergency, including alternative sources of help, release of information to third parties.
- **Appropriate disclaimer and awareness of copyright implications**, especially regarding attachments.
- A statement notifying the potential client of the present lack of research about online therapy.
- Any other relevant terms and conditions.

This list is not exhaustive and will depend on the extent and limitations of what is being offered, and what the client can reasonably expect to get from the service. It is especially important in online provision for practitioners to have explicit arrangements for care of their clients in the event of their illness or death.

One of the advantages of providing therapy online is that it is possible to provide significantly greater quantities of information to clients regarding many aspects of a service through websites, attached files and so forth. Practitioners should ensure that all information on their own site(s) is accurate, is not misleading and is up to date. If recommendations are made to other sources of information or help, practitioners should be aware of the risk of being held jointly liable for any problems that occur as a result.

Complaints and jurisdiction of professional codes and laws

Regardless of the location of their client, ACA members are always bound to maintain at least the standards of practice required by the ACA Code of Conduct. Information on these standards and codes of practice should be made readily accessible to the client.

Where differences in professional standards exist (e.g. required qualifications, requirements for accreditation, and models of best practice) for practitioners with

multiple memberships/registrations practitioners should generally assume that both sets of standards will apply.

Pre-therapy information should include details on how to bring a complaint to the practitioner's professional organisation(s).

Prior to entering into the contract, practitioners should state explicitly which is to be the applicable law/jurisdiction. ACA Code of Conduct will take precedence for all ACA members. It is in the interests of both parties to ensure that the intended terms of the contract and the procedure for contract formation are clearly set out and communicated to the clients so that both parties are clear about the terms of engagement. Practitioners should ensure that they comply with all requirements of applicable law, such as the Privacy Act and spamming laws.

Practitioners should also be aware that, in addition to the expressed terms of a contract, other terms may be implied into, or otherwise regulate, its operation. Further, online services can potentially be accessed worldwide and different legal requirements may prevail in the country in which their client lives. The Rome Convention and Brussels Convention appear to support the choice of law and jurisdiction stated in a contract. The European Economic Area and the UK are party to the conventions but other countries are not. Therefore there may be additional or conflicting requirements regarding the law of choice, jurisdiction and the intended contract terms. In cases where there is any doubt, practitioners may wish to consider stating that it is the client's responsibility to ensure that any applicable legal or other requirements (other than those already set out) are brought to the practitioner's attention prior to contract formation, but there is no guarantee that such a provision will be effective.

Practitioners may also wish to specify a procedure whereby the practitioner concludes the process of contract formation. For these and other reasons, therapists should satisfy themselves as to the wider implications of online practice and may prefer to restrict their practice to work with clients subject to legal systems with which they (or their advisors) are familiar. Practitioners should note that this is an evolving area of law as well as of professional and commercial practice. These Guidelines do not offer legal advice or a comprehensive review of relevant law. Proper advice should be obtained to ensure that online services conform to current legal and professional requirements, codes of practice and other applicable standards.

Referral

Online provision will not be appropriate for all clients or in all situations. Practitioners should consider how to respond in such circumstances and reasonable steps should be taken to ensure that clients can be quickly and easily referred to alternative services. Where possible, there should be a way of referring to services local to the client – should these be required – for example, if a client requires psychiatric care. Practitioners may want to request, for example, details of a local medical contact when taking initial information about the client.

Referral practices may vary widely between states and countries, and practitioners should bear in mind that making referrals across state/international boundaries may be

difficult. Practitioners should consider whether this should preclude working with some clients and under what circumstances it is acceptable simply to recommend to clients that they seek alternative services on their own behalf.

System stability and compatibility

Practitioners should take positive steps to ensure that the risk of loss of contact or other technical malfunctions is minimised and inform clients of potential difficulties and of what to do should problems occur.

A secondary means of contact (e.g. telephone number) normally should be available to both practitioner and client. It should be clear in the initial contract under what circumstances such secondary means of contact may be used.

Practitioners should ensure that:

- Their hardware and software are as up to date as possible;
- Their systems are set to run with optimal stability;
- Systems used are compatible with those of their intended clients and/or can be adapted or updated to maintain adequate compatibility;
- They do not inadvertently send viruses or other harmful material and that anti-virus software is installed and kept up to date;
- They will be able to replace or repair their equipment quickly if necessary.

Further information regarding questions of information security and management may be found in the relevant literature relating to the subject.

Confidentiality, data protection and storage

Practitioners should ensure that adequate measures are in place to protect confidential information and bear in mind that there is a real risk that information sent over the internet could be intercepted by a third party. Where applicable, practitioners should ensure that they comply with the provisions of any State and/or Federal laws including obtaining explicit consents (as appropriate) to the processing of data, to the purpose to which the data will be put to any transfer of the data outside of your state or Australia.

Practitioners should also be aware of (and where appropriate restrict) electronic tracking and marketing devices arising from use of their websites or e-mail addresses and ensure other marketing activity complies with applicable legal and professional requirements.

Issues relating to confidentiality in face-to-face consultations also apply to online provision (e.g. disclosure of information, as in high-risk-of-emergency situations, use of case material in supervision, research, etc.), however, practitioners should be fully aware of the additional issues relating to confidentiality when working online. Clients should normally be informed of relevant issues prior to commencing work with a therapist, without raising undue alarm. Examples include:

■ Use of encryption (encoding), ‘firewalls’ etc. **It is strongly recommended that messages are encoded to restrict access to them.** Because all encoding systems can

be broken if subjected to determined attention, consideration should be given to encoding for a second time (and by a different method) the original coded message to provide a further level of security;

- **Security procedures**, including encryption methods, and any other, should be kept up to date and reflect developments in both security and ‘hacking’ techniques;

- Use of regularly changed **passwords** to restrict access to messages and any records containing confidential information. Use of passwords alone, however, may be inadequate;

- **Third party access to messages**: in addition to the activities of hackers (people who access material without authorisation), internet service providers may have legitimate reasons for accessing messages such as when checking for viruses or illegal material. Those using e-mail facilities at work may find that their employers can access them directly, while in some countries the authorities (e.g. police) may have powers to intercept e-mails. Some e-mail and chat systems are less secure than others so practitioners should ensure that they are aware of the degree of security that can be offered and communicate this clearly to clients;

- **Confidentiality of messages**: many people do not have access to e-mail in an environment where they can be sure that messages on screen will not be seen by others (e.g. in a computer lab or internet café) or that others will not access messages stored on their computer;

- **Automated storage of messages, files or internet usage** may lead to records being left on computers used by both the client and the therapist without their knowledge. Some computer networks or Internet Service Providers (ISPs) may also store messages passing through their system. Moreover, ‘deleted’ messages may remain retrievable and continue to be considered as personal data so long as that is the case. Information should be provided as appropriate as to how clients can ‘cover their tracks’ by deleting all evidence that they have accessed a given website or service.

- Stored emails have the potential to provide a complete transcript of consultations and as a result should be considered more sensitive than the practitioners’ confidential case records.

Practitioners should consider providing a privacy policy statement which would provide an opportunity to set out in detail issues such as how personal data will be processed, how it will be stored, relevant security measures and under what circumstances it would be disclosed or shared, and to whom. Consideration should also be given to arrangements for any work sub-contracted to other practitioners.

Insurance

ACA practicing members have a mandatory obligation to be covered by Professional Indemnity and Public Liability insurance. Practitioners should ensure that their professional indemnity insurance extends to online/distance therapy provision and all relevant jurisdictions and applicable law.

Intellectual property rights, domain names, trade marks and ‘passing off’

Care should be taken to ensure that web-sites, e-mail addresses and the content of messages do not inadvertently contravene any third-party intellectual property rights, including those arising in relation to domain names, trade marks or copyright and that the practitioner does not trade on the name or reputation of others without consent. Practitioners should ensure that they are licensed to use any third party intellectual property rights on their websites or in the course of their professional work. It should be noted that providing links to other websites or services may amount to a breach of copyright if explicit permission has not been obtained from the other site(s).

It is advisable when placing original material on a website to consider protecting it with copyright and clearly marking each page with the international © mark, the name of the owner and the year of publication.

Conclusion

Like any emerging area of practice in the psychological therapies, the development of counselling and psychotherapy provision online requires clear, research-based evidence regarding its effectiveness and good practice to ensure that clients are protected, are adequately served, and that the benefits to them are maximised. ACA recognises that counselling and psychotherapy provision over the internet may have significant potential for extending, perhaps even enhancing, conventional means of service delivery, however, at this stage, there are many areas of uncertainty and there also exists the potential for harm both to clients and to practitioners. Clearly, this is an area that requires significant further research.

Appendix 1: Further reading

Theoretical development

Anthony K (2000) Counselling in cyberspace. *Counselling*, 11 (10): 625 – 627.

- Results of a 2000 qualitative study about how the therapeutic relationship exists over the internet

Goss S, Robson D, Pelling N & Renard D (1999) The challenge of the internet.

Counselling, 10 (1): 37-43.

- Critical article about the feasibility of online therapy

Gray P (Ed.) (1999) Counselling Online... Opportunities and Risks in Counselling Clients Via the Internet. BAC Special Report. Rugby: BAC.

- Comprehensive report from the AUCC Working Party on online counselling

Practical development

Fink J (1999) *How To Use Computers and Cyberspace in the Clinical Practice of Psychotherapy*. London: Jason Aronson Inc.

- Book covering many aspects of online therapy (USA)

Laslow J, Esterman G & Zabko S (1999) Therapy over the internet? Theory, research & finances. *CyberPsychology and Behavior*, 2 (4): 293 – 307. Online at [<http://www.geocities.com/HotSprings/Resort/7579/internet.htm>]

Page S (2000) Counselling by e-mail. *Counselling*, 11 (3): 162 – 164.

- Hypothetical analysis of setting up an e-mail service

Professional Affairs Board, British Psychological Society (2000) The Provision of Psychological Services via the Internet and other Non-direct Means. Online at [<http://www.bps.org.uk>]

- Advice to the society on distance provision of psychological services such as assessment methods

International Society for Mental Health Online (2001)

[<http://www.ismho.org/suggestions.html>]

- Guidelines for online therapy

Ethical development

British Association for Counselling and Psychotherapy (in press). Statement of Fundamental Ethics for Counselling and Psychotherapy: Rugby: BACP.

British Association for Counselling and Psychotherapy (in press). Good Practice in Counselling and Psychotherapy.: BACP.

Graham C (2000) On the *Cybercouch*. *Ethical Issues in Asynchronous Text-based Psychotherapy via the Internet in the year 2000*. Available online at

<http://members.aol.com/psymod/thesis.htm>

- MA thesis exploring issues from an ethical point of view

National Board for Certified Counselors (1999) *Standards for the Ethical Practice of WebCounseling*. Online at [<http://www.nbcc.org/ethics/wcstandards.htm>]

- The NBCC guidelines

Stofle G (1997) *Thoughts about Online Psychotherapy: Ethical and Practical Considerations*. Online at [<http://members.aol.com/stofle/onlinepsych.htm>]

- Article examining issues from an ethical point of view

Case Studies

Brice A (2000) Therapeutic support using e-mail: a case study. *Counselling*, 12 (2): 100 – 101.

Mitchell D & Murphy L (1998) Confronting the Challenges of Therapy Online: A Pilot Project". *Proceedings of the Seventh National and Fifth International Conference on Information Technology and Community Health*; Victoria, Canada. Online at [<http://itch.uvic.ca/itch98/papers/ftp/toc.html>]

- How a client was counselled via e-mail during a five-month break period (Canada)