

RITMA MASSAGE THERAPISTS ASSOCIATION

CODE OF ETHICS

To facilitate reading of this document, the masculine form has been retained.

DEFINITIONS

Hereafter, unless the context is indicative of another meaning, the following terms are defined as follows:

- a. **Client:** any person who benefits from professional services dispensed by a member of the RITMA;
- b. **Colleague:** any person who practices paramedical, complementary or alternative medicine;
- c. **Member:** any member in good standing, active or inactive;
- d. **Plaintiff:** any person who has filed a complaint against a member of the RITMA;
- e. **Professional:** any person who exercises their profession in the health field or in any other field;
- f. **RITMA:** Regroupement des Intervenants et Thérapeutes en Médecine Alternative;
- g. **Therapist:** This term encompasses the terms practitioner, massage therapist.

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I - FUNDAMENTAL RESPONSIBILITIES OF THE THERAPIST

1. The therapist must, in the exercise of his functions, protect the health and wellbeing of clients who consult him, at both the individual and the community level.
2. He is responsible to know, to regularly refer to, and to conform himself to the Code of Ethics and to the RITMA regulations.
3. He is responsible for the compliance of our Code of Ethics to any third person who collaborates with him.
4. Any RITMA member who collaborates with or recommends another therapist must ensure that the chosen professional has completed the adequate training, and that he belongs to a professional order or an association with a proper disciplinary mechanism.
5. The therapist is obliged to be covered by professional liability insurance.
6. The therapist is also obliged to be covered by civil liability insurance, covering risks related to his professional activities.
7. He is responsible for cleanliness, and must ensure that the general appearance of his workplace offers a climate of relaxation appropriate for the dispensing of services.
8. In any situation in which he is called upon to publicly represent the discipline he practices, and consequently the RITMA, he must inform the public with integrity and accuracy, and communicate the methods generally accepted in his field of practice, all while exposing his opinions in a manner that is respectful towards his colleagues and the RITMA.
9. He must always seek to deepen his knowledge in order to preserve and better his abilities, skills and professional demeanor. With continued education being prioritized by the RITMA, it is mandatory that a minimum of 15 hours of continued education is completed annually, and that the supporting certificates of participation are submitted to the RITMA.
10. The therapist is responsible to adequately and completely fill out receipts for insurance reimbursement purposes.

II - RESPONSIBILITIES TOWARDS THE CLIENT

In the exercise of his practice, the therapist must adopt an irreproachable conduct towards the client, whether on the physical, mental, emotional or any other level.

1. He must never undertake treatments for which he has not received complete training. He must take into account his limitations, his knowledge, and the means at his disposal.
2. He refrains, at all times, from practicing activities reserved specifically for another profession. See the Professional Code, section 35 to 38
http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/C_26/C26_A.html
3. He limits his interventions to those which are not psychotherapy. See list on l'Ordre des psychothérapeutes du Québec website : <http://www.ordrepsy.qc.ca/en/public/la-psychotherapie/interventions-that-are-not-a-psychotherapy.sn>
4. He conscientiously informs the client of the nature and the goals of the intervention that he proposes to practice, in easily understandable and clear terms. He must also recognize the client's right to refuse any proposed therapy.
5. He recognizes the client's right to consult another therapist, a member of another professional order, or any other competent person.
6. He refrains from practicing in a condition or in a state that may compromise the quality of his services.
7. He refrains from intervening in the private affairs of his client, or in any subject that does not fall within his competence.
8. In the ever-present objective of establishing a trust relationship with his client, he must:
 - a. Invest himself in his work with courtesy and empathy;
 - b. Conduct his interviews in a manner that respects the values and personal convictions of his client, particularly when the latter informs him of such values and/or convictions;
 - c. Announce the cost of his services by producing a clear fee schedule and payment modalities offered to the client;
 - d. Take adequate and appropriate actions considering the client's needs
9. In order to ensure a good follow-up, he must prepare and maintain a file for each client, containing:
 - a. Name, date of birth, address, and telephone number;
 - b. Health assessment, nature of care provided, consultation dates, comments and observations regarding the client's health care status as well as its evolution during the period of care, including honorarium received during each session;
 - c. Details of any collaboration with another therapist, including the latter's contact details;
 - d. Contact details of any therapist to whom he has referred his client.

10. He fulfills his professional obligations with integrity, objectivity, and moderation. He sees that he always stays within his field of expertise, and respects the limits of the discipline that he exercises. The portrayal he makes regarding his training and competences must be true and verifiable.
11. Under no circumstances will he intervene in any way with regards to medication, treatments and follow-up prescribed by healthcare professionals, governed by a professional order, who treat his client.

In this regard, he must abstain at all times from making medical diagnoses and/or to criticize the advice and guidance given by these healthcare professionals.

12. He must show particular attention to his client's privacy, by offering a discreet place to undress and dress, or by leaving the room before and after the session. He must respect the client's right to keep on any clothing he wishes during the session.
13. In his commitment to an irreproachable conduct, he understands that there will be no tolerance for harassment or sexual abuse, which may take the following forms:
 - a. To make seductive gestures or sexual jokes, or any other sexually inclined behaviour;
 - b. To suggest, encourage, or practice physical or energetic manoeuvres that are not related to the required care, and are similar to caresses of a sexual nature, in order to regularize affective or psychosomatic problems or to intervene for physical problems (or for any other reason, whatever it may be);
 - c. To make inappropriate or degrading comments about the client, such as comments relating to his physical appearance, his clothing or undergarments, as well as on any discriminatory element, or with regards to his personality;
 - d. To have a completed or uncompleted sexual encounter with his client, initiated or not by the latter.
14. In the unusual or unexpected event that the therapist develops an intimate relationship with his client, he must immediately refer this client to a colleague.

III - INTERRUPTION OF A THERAPIST-CLIENT RELATIONSHIP

The therapist must display reasonable availability and diligence. If he ceases or refuses to give the required care to a client, he must guide the client in order to receive the required care through another competent professional, and advise the client of the reasons for the interruption.

1. The therapist may therefore cease or refuse to provide care to a client in certain fair and reasonable circumstances, such as:
 - a. The loss of the client's confidence towards the therapist, and vice versa;
 - b. Character incompatibility between the therapist and the client;
 - c. Incitement in various forms, from the client, to commit acts that may be illegal, unjust, or fraudulent;
 - d. Conflict of interest situations;
 - e. Inappropriate and unacceptable behaviours of harassment, sexual abuse, threats, coercion, or physical or verbal violence by the client towards the therapist;
 - f. Client's personal hygiene;
 - g. Lack of experience or resources following a change in the client's condition;
 - h. Therapist's health related reasons, family obligations, or retirement.

IV - RESPONSIBILITY REGARDING THE CONFIDENTIALITY OF THE CLIENT'S PRIVACY

1. The therapist and his staff are bound to professional secrecy, and must respect the secrecy of all confidential information at all times.
2. He must store his client files in a location or in a room that is inaccessible to the public and that can be locked. Furthermore, he must take reasonable measures regarding his employees and staff in order to preserve the confidentiality of the information contained in the files.
3. He may be relieved of his obligation of professional secrecy by written authorisation from the client, or if ordered by law.
4. The therapist must respect his client's right to examine any documents concerning him in the client file, and to obtain copies of them.
5. The contents of the client's file cannot be revealed, confided, or handed to a third party, unless the concerned client has authorized such communication, or if it is ordered by law.
6. When a therapist intervenes for several members of the same family, the right to professional secrecy must be protected for each individual.
7. When a therapist asks a client about confidential information, he must advise the client of the goal of the interview, and the use to be made of this information.
8. The use of a client's confidential information with the aim of directly or indirectly obtaining an advantage for himself, or for any other person, is totally unacceptable in the exercise of his functions.

V - RESPONSIBILITY TO SAFEGUARD HIS INDEPENDENCE

1. In a constant goal of safeguarding his professional independence, the therapist must recognize and disclose all conflicts of interest that may arise in the exercise of his professional life, and resolve any such conflicts in the best interest of the client.
2. He considers the sale of products as a customer service, and avoids high-pressure sales tactics by respecting the client's free will and financial limits, while also ensuring that he respects the applicable regulations regarding retail, as well as the legality and the conformity of the products being sold.
3. He abstains, at all times, from making excessive or false advertising by using his status as a professional to sell any kind of product.
4. The member who is called upon to collaborate with a colleague must maintain his professional independence. The therapist must refuse to perform a task that is entrusted to him if that task is contrary to his professional convictions, is contrary to his client's interests, or is outside of his field of competence.

VI - DEROGATORY ACTS

It is derogatory to the Code of Ethics and reprehensible for a therapist to, notably:

1. Perform an act or perform an activity that is reserved for another profession;
2. Obtain his credentials and competencies by illegitimate means, and practice on a fraudulent basis;
3. Perform his work without professional liability and civil liability insurance coverage;
4. Discriminate against a client, notably based on age, gender, marital status, health, national or ethnic origins, physical or mental incapacities, political affiliation, race, religion, sexual orientation, or socioeconomic status;
5. Use the powers granted to him by his status as a caregiver to profit from his client's vulnerability, inexperience, naivety, or health status;
6. Neglect to inform and obtain consent from the client before performing an intervention that may cause uneasiness with regards to the client's privacy;
7. Practice his work under the influence of any substance that may cause drunkenness, weaknesses, or impairment of faculties;
8. Practice his work on a client while having impaired faculties due to alcohol or any other substance that can produce drunkenness, confusion, and potential ambiguity regarding the therapeutic nature of the intervention;
9. Guarantee, even in good faith, the healing or remission of the illness afflicting his client;
10. Claim honorarium for professional acts that were not realised, with exception for the emission of gift certificates;
11. Not honour the gift certificates that were sold to his clients;
12. Claim from a client a monetary amount for a professional service or part of a professional service for which the cost will be borne by a third party;
13. Emit an insurance receipt to the buyer or beneficiary of a gift certificate, or for professional services which are free or for which the cost is borne by a third party;
14. Emit a receipt that does not correspond to the date when the service was provided or to the amount paid, or to a person other than the one who received the services, or for which he did not provide the said service;
15. Emit a receipt in the name of another field of practice than the one for which the care was provided;
16. He may not, in any case, grant advantages to his spouse, his children, or any other person living at the same address, with regards to the emission of receipts for reimbursements.
17. Procure or secure for a client an unjustified material advantage, notably by falsifying a declaration, a receipt, a report, or any document related to the health of a client, or to a service provided to the latter;
18. Emit an insurance receipt while the therapist is under temporary or permanent revocation by the RITMA;
19. Derogate from any other obligation that may be determined pursuant to this present Code.

VII - RELATIONS BETWEEN THE RITMA AND ITS MEMBERS

1. The member confirms that all of the information that he has stated on his solemn declaration and on his RITMA membership form is truthful, accurate, and verifiable, and that he will advise the RITMA of any changes, without delay.
2. It is the member's responsibility to know, adopt, and conform himself to the Code of Ethics as well as to the RITMA regulations. The updated versions of these documents are available at all times on the RITMA website (www.ritma.ca). Consequently, the member is invited to consult them regularly in order to master the information that governs him.
3. The member must answer within fifteen (15) working days, unless he can invoke a verifiable and important justifying reason, to any correspondence from the ethics committee of the RITMA, from its investigators, or from a member of the management board.
4. The member must treat his colleagues with respect, and must abstain from tarnishing or harming their reputation or that of the RITMA.
5. When a member desires to use a graphic symbol of the RITMA, he must ask to obtain the document that is most appropriate for his advertising needs.
6. The RITMA reserves its right to inform a third party about an infraction to the Code of Ethics, or of a temporary or permanent revocation.
7. The RITMA reserves its right to visit its members, with or without notice and by means of mystery clients, in their workplace in order to take note of the quality of services, cleanliness of the premises, proper file keeping, and the member's compliance with the obligations defined under the present Code.
8. To the extent that the maintenance of good relations between insurance companies and the RITMA requires cooperation and conformity with the verification process, the member must offer the same collaboration and diligence when he is the object of a verification demand.
9. The member recognizes that the issuance of receipts is a privilege obtained from different insurance companies and that the latter may, at their entire discretion, cancel the approved provider status of an association and its respective members. The trust relationship between the RITMA and its members is therefore essential to the preservation of this privilege.
10. The RITMA reserves its right to ban at all times, temporarily or permanently, and/or to fine a member who is not conforming himself to the regulations and to the Code of Ethics.
11. A member compromises or loses, depending on the circumstances, his member title in the following instances:
 - a. Serious failure to comply with the Code of Ethics;
 - b. Non-renewal of the dues;
 - c. Non-renewal of the professional and civil liability insurances;
 - d. Resignation;

- e. A suspension or a temporary revocation pronounced by the RITMA for any reason deemed necessary, either following a complaint or an allegation of a serious fault. In both cases, the therapist will be summoned to appear before the ethics committee to give his version of the facts. The default to be present at such a hearing shall be considered as a voluntary resignation;
- f. The revocation pronounced by a professional order against a member will systematically trigger a temporary revocation and the investigation procedures of the RITMA; this may lead to a permanent revocation, depending on the circumstances.

VIII - REGULATIONS

1. A member must conform himself to the regulations and the RITMA Code of Ethics.
2. A member must display in public view his certificate, on the premises where he exercises his practice.
3. A member may only practice the disciplines for which he possesses the proper training.
4. It is the responsibility of the member to inform with diligence the member services department of the RITMA about any changes in address and telephone number so that he may be reached.
5. The member must acquit his annual dues, at the latest, fifteen (15) days before the expiration date of the certificate, in order to avoid losing his member privileges.
6. The therapist is committed to complying with the RITMA complaint process when he is the subject of such a complaint. (Information is available at all times on our website or from our member services department)
7. The member is bound to inform the RITMA of any changes with regards to the contents of his solemn declaration signed at the moment of his membership request, under penalty of immediate temporary revocation.