

## RITMA 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. **Minor age:** any person under 14 years of age who benefits from professional services dispensed by a member;
- b. **Client:** any person who benefits from professional services dispensed by a member of the RITMA;
- c. **Colleague:** any person who practices paramedical, complementary or alternative medicine;
- d. **Member:** any member in good standing, active or inactive;
- e. **Plaintiff:** any person who has filed a complaint against a member of the RITMA;
- f. **Professional:** any person who exercises their profession in the health field or in any other field;
- g. **RITMA:** Regroupement des Intervenants et Thérapeutes en Médecine Alternative;
- h. **Therapist:** This term encompasses all practitioners, massage therapists, physiotherapists, orthoherapists osteopaths, naturopaths, counselors and any exclusively specified appellation.

## **SUMMARY**

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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 and to comply with the laws and rules in force in the Quebec Civil Code.
3. He is responsible to know and to comply with the Ethics Code as well as the RITMA regulations.
4. He is responsible for the compliance of our Code of Ethics to any third person who collaborates with him.
5. 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.
6. It is strongly recommended that the therapist contracts a liability insurance policy and a professional liability insurance policy specific to their practice.
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 where he is speaking with or providing care to a customer, he is respecting a dress code projecting professionalism and respect.
9. 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.
10. 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.
11. 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](http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/C_26/C26_A.html)
3. He is aware of the M-9 medical law and complying with it. Section VI.31  
<http://legisquebec.gouv.qc.ca/fr/ShowDoc/cs/M-9>
4. 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>
  - a. A counseling therapist who finds himself in a conflictual situation will only act on behalf of one of the parties involved. If the situation demands he acts otherwise, he must precise the nature of his role, and make all the parties involved aware that he will cease his actions if the situation compromises his impartiality duty.
5. 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.
6. He recognizes the client's right to consult another therapist, a member of another professional order, or any other competent person.
7. He refrains from practicing in a condition or in a state that may compromise the quality of his services.
8. He refrains from intervening in the private affairs of his client, or in any subject that does not fall within his competence.
9. 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 and thereafter seal the payment for the services rendered or for goods sold by an invoice detailing the total amount of the sums collected without forgetting to add the issuance of an insurance receipt if the client requests it;
  - d. Take adequate and appropriate actions considering the client's needs

10. 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 questionnaire, nature of care provided, consultation dates, personal notes/comments 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.

This record keeping for each client must also comply with the Professional Code in articles 60.5 and 60.6 explaining the rights of the client in relation to his file. [http://legisquebec.gouv.qc.ca/fr/showdoc/cs/C-26/20170530?langCont=en#se:60\\_5](http://legisquebec.gouv.qc.ca/fr/showdoc/cs/C-26/20170530?langCont=en#se:60_5)

**60.5.** Every professional must respect the right of his client to examine documents concerning him in any record established in his respect, and to obtain a copy of such documents.

However, where authorized by law, a professional may refuse to allow access to the information contained in such a record.

**60.6.** Every professional must respect the right of his client to cause to be corrected any information that is inaccurate, incomplete or ambiguous with regard to the purpose for which it was collected, contained in a document concerning him in any record established in his respect.

He must also respect the right of his client to cause to be deleted any information that is outdated or not justified by the object of the record, or to prepare written comments and file them in the record.

11. 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.

12. 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.

13. 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.

14. When his client is under the age of 14, the therapist must ensure the presence of one of the parents or a guardian during the care provided.

15. 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.
16. 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.
  - a. Particularly, the 39<sup>th</sup> and 43<sup>rd</sup> articles of the Youth Protection Act, which requires to report to authorities any reasonable motive to believe the security or development of a child is compromised, or provide help to a child who wishes to ask for the assistance of authorities.  
<http://legisquebec.gouv.qc.ca/fr/showversion/cs/P-.1?code=se:39&pointInTime=20181102#20181102>  
& <http://legisquebec.gouv.qc.ca/fr/ShowDoc/cs/P-34.1#se:42>
  - b. The 43<sup>rd</sup> article protects he who discloses information in connection to the 39<sup>th</sup> and 42<sup>nd</sup> articles.  
<http://legisquebec.gouv.qc.ca/fr/showversion/cs/P-4.1?code=se:43&pointInTime=20181102#20181102>
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 professional status to sell any kind of product.
4. The therapist displays and sets his price list with measure, he can offer free consultations, knowing that these cares are still under the regulation of this code.
5. 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. 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;
4. Use the powers granted to him by his status as a caregiver to profit from his client's vulnerability, inexperience, naivety, or health status;
5. Neglect to inform and obtain consent from the client before performing an intervention that may cause uneasiness with regards to the client's privacy;
6. Practice his work under the influence of any substance that may cause drunkenness, confusion, or impairment of faculties;
7. 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;
8. Guarantee, even in good faith, the healing or remission of the illness afflicting his client;
9. Claim honorarium for professional acts that were not realised, with exception for the emission of gift certificates or a package offered with a formal service contract;

10. Not honour the gift certificates that were sold to his clients;
11. 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;
12. 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;
13. 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;
14. Emit a replacement insurance receipt for a lost receipt without entering the duplicate note of an already issued receipt;
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](http://www.ritma.ca)). Consequently, the member is invited to consult them regularly in order to master the information that governs him.
3. Membership of the Association being voluntary, the members agree that the Complaint protocol process is implemented in order to ensure the protection of the public, including their clientele. Consequently, the members of the complaint's examination committee and of the ethics committee cannot be prosecuted because of their acts taken in good faith within the framework of their disciplinary functions.
4. The member must answer within fourteen (14) calendar 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.
5. The member must treat his colleagues with respect, and must abstain from tarnishing or harming their reputation or that of the RITMA.

6. 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.
7. 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.
8. 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.
9. 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.
10. The member recognizes that the issuance of receipts is an obtained privilege from different insurance companies and that the latter may, at their entire discretion, can 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.
11. The RITMA reserves its right to ban at all times, temporarily or permanently, and/or fine a member who is not conforming himself to the regulations and to the Code of Ethics.
12. 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 RITMA for any reason deemed necessary, either following a complaint or an allegation for a serious fault. In both cases, the therapist will be summoned to appear before the ethics committee or to send a detailed written version of the facts. The default to be present at such a hearing or to send a written version shall be considered as a voluntary resignation;
  - f. The pronounced revocation by a professional order against a member will systematically trigger a temporary revocation which may lead to an investigation and/or a permanent revocation, depending on the circumstances;
  - g. When it is brought to our attention that a member is under police investigation that will lead to accusations in court.

## **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. Any authorised reimbursement of adhesion cost or else will be imputed of 40\$+taxes of administrative fees.
7. The therapist is committed to complying with the RITMA complaint process when he is the subject of such a complaint (Complaint protocol attached, annex A). Information is available at all time on our website or from our member service department.
8. 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.
9. The therapist undertakes to formally inform RITMA of a complaint or a prosecution of which he will be the subject in connection with his practice, on the part of a police force, a professional order, a professional association or a client. He must then send us the complete documents relating to this complaint or prosecution, within a reasonable period of fourteen (14) calendar days.



## Complaint protocol – ANNEX A

1. When a complaint is made against a RITMA member, the complainant is immediately referred to a member of the RITMA Ethics Committee.
2. The complainant is then informed of ways to obtain the complaint form or dissatisfaction report, which he or she will choose according to what applies to the situation. It will be recommended to consult the RITMA Code of Ethics and Professional Conduct before proceeding with the completion of the appropriate document. It will then be suggested that the document be sent to both the RITMA Association and the member concerned. This form must clearly indicate the nature, time, place and all the circumstances surrounding the alleged offense. Note that RITMA will take action only upon receipt of the duly completed complaint including any supporting documents.
3. Upon reception, the member who is the subject of the complaint must respond within fourteen (14) days of service of the complaint. He may do so in writing, possibly through his representative or request a hearing in person before the ethics committee.
4. Upon reception of the complaint and the opening of an investigation file by the ethics committee, the member concerned shall be temporary stricken off of his RITMA membership, particularly if the acts complained of are of such a nature that they could endanger the protection of the public or of a judicial nature, and / or police investigation procedure.
5. The temporary striking off becomes applicable as soon as the member takes possession of the email and / or registered mail. The said provisional striking off shall remain in effect until the ethics committee has completed its investigation and made its final decision.
6. Membership of the Association being voluntary, the members agree that the Complaint protocol process is implemented in order to ensure the protection of the public, including their clientele. Consequently, the members of the complaint's examination committee and of the ethics committee cannot be prosecuted because of their acts taken in good faith within the framework of their disciplinary functions.