
MTWPAM

Practice Standards & Compliance

Effective April 13, 2014

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1. Mandate

To provide Minimum Standards of Practice of Massage Therapy and Wholistic Therapy Care and to ensure standards and a high level of quality care are enforced, respected, practiced, and maintained at all times.

These Standards will be upheld by the members of the Massage Therapists' and Wholistic Practitioners' Association of the Maritimes (MTWPAM).

These Standards will also assist members of the general public and other community health care professionals to understand the duties and responsibilities of the Massage Therapists and Wholistic Practitioners.

2. The Practice of Massage Therapy

Duty: The duty of the Massage Therapist member is to deliver assessment and therapeutic treatment which will assist the Client in reaching a desired health outcome.

Purpose: The purpose of treatment is to develop, maintain, rehabilitate, or augment physical functioning, relieve or prevent physical dysfunction and pain, and to enhance the well-being of the Client.

Scope: The practice of Massage Therapy is defined as:

The assessment of the soft tissue and joints of the body and the treatment and prevention of physical dysfunction and pain of the soft tissues and joints in order to develop and maintain, rehabilitate or augment physical function or relieve pain.

3. The Practice of Wholistic Care

Duty: The duty of the Wholistic Practitioner is to deliver assessment and therapeutic treatment which will assist the Client in reaching a desired health outcome, based on the Practitioner's particular training and category.

Purpose: The purpose of treatment is defined by the particular modality of training which is designed to enhance the well-being of the Client.

Scope: The scope of practice is based on the teachings and defined limitations of each modality.

4. Standards

1. Treatment Environment

A member shall render Massage Therapy or Wholistic Care

- a. In a safe environment, by doing the following:
 - i. Maintaining clean and tidy treatment and reception areas.
 - ii. Maintaining safe and clean hydrotherapy, exercise, and other equipment if applicable.
 - iii. Maintaining strict infection control procedures in any hydrotherapy facility if applicable.
 - iv. Providing clean linens or other similar materials if applicable.
 - v. Maintaining adequate hand-washing procedures.
 - vi. Providing unobstructed fire exits and readily available fire extinguishers, and by knowing and instructing all staff in fire safety for the facility.
- b. In a comfortable environment, by doing the following:
 - i. Providing adequate space for the safe movement of both Client and the Therapist, so as to minimize inadvertent physical contact between Client and the Therapist.
 - ii. Maintaining appropriate room temperature.

Quality / Technical:

- Ensure the room and equipment surfaces have been cleaned according to the requirements of communicable disease control as defines by the Nova Scotia Communicable Disease Control Manual located at the following web address: http://novascotia.ca/dhw/cdpc/documents/cdc_manual.pdf
- Use only sheets and towels that have been freshly laundered.
- Linens, towels and blankets that come in contact with the Client have not been used by a prior client.

- Linen used for draping will allow for full coverage of the Client.

Safety:

- Linens and pillows do not interfere with the Client's ability to get on and off the table.
- Any obstacle or substance that could make the floor slippery is removed from the treatment room to prevent accidental falls.
- Equipment is properly maintained and that manufacturer's instructions are followed correctly.
- The transference of infectious diseases is limited.

Timing:

- Prior to the Client entering the treatment area.
- After a Client who required the use of protective barriers leaves the treatment area.

A. Hygiene

Wash your hands and any skin surface that will/has come in contact with the Client.

Quality / Technical:

Ensure that soap and water or alcohol-based hand sanitizer is used to clean skin surfaces by washing for a minimum of 10 seconds, including all surfaces.

Timing:

Immediately before and immediately after each Client treatment.

B. Risk Identification and Management of an Outbreak of Infectious Diseases Conditions

Given an infectious disease has been identified as a public health risk by the Chief Medical Officer of Health in the community.

Task:

Interview the Client to determine their risk of exposure to the infectious diseases.

Quality / Technical:

- Awareness of the symptoms of the infectious disease.
- Use a screening tool to identify clients at risk of carrying or at risk from exposure (if available).
- Use protective barriers if the status of the Client is unknown.
- Clean the clinic area with approved antiseptic cleansers.
- Follow any directive issued by the Province or local public health unit.

Quality / Interpersonal:

- Client is informed of the reason for screening and precautions.
- Provide the Client with an opportunity to ask questions.

Safety:

A client is not discriminated against if they are from an identified at-risk population.

Timing:

- Prior to the Client entering the clinic space (if possible).
- Prior to providing treatment.
- Clients who are at risk of carrying or at risk from exposure are not treated or are treated in isolation with all surface areas of the clinic area cleansed appropriately directly after treatment to reduce spread of the disease.

2. Consent

Policy:

All decisions regarding the initiation of a treatment program will be made jointly with the Client, or when necessary, with the Client's consent advocate. Client consent will be based on informed consent.

Informed Consent

The needs assessment, treatment plan, likely benefits and risks of treatment, alternatives, and fees will be discussed with the Client, or when necessary, the Client's consent advocate(s) facilitating informed choice.

Informed choice is a continuous process involving information sharing between Therapist and Client.

Consent

Consent of the Client is required to work on any part of the body regardless of whether the Client is fully draped or partially draped.

Task:

Obtain the Client's consent to perform the assessment/reassessment or treatment.

Quality / Technical:

- Treatment is consistent with the Scope of Practice of the Practitioners or Therapists training.
- Consent is obtained voluntarily.
- Consent is not obtained through misrepresentation or fraud.

Quality / Interpersonal:

- The Client is told the nature and purpose of the proposed assessment/reassessment and/or treatment including the areas of the body involved.
- The Client is informed of any risks, benefits, possible complications and any contraindications of the assessment/reassessment and/or treatment.
- The Client is informed that assessment/reassessment or treatment will be stopped or modified at any time, at his/her request.
- Inform the Client that you will be checking periodically to determine the Client's level of comfort.
- The Client is given an opportunity to ask any questions.
- In the event of a finding of incapacity or the need for a substitute decision maker consent may be requested to be given by the substitute decision maker.

Timing:

- Before beginning the assessment/reassessment and/or treatment.
- Record of informed consent is in the Client's clinical record as soon as possible, or within 24 hours of treatment.

Patient Consent to Treatment

Before starting a treatment, a Massage Therapist or Wholistic Practitioner shall:

- a. Obtain and record all necessary information for a safe and effective treatment, including a case history, a physical assessment and/or a diagnosis, and the reason for any Licensed Practitioner's referral.
- b. Describe to the Client the proposed treatment, and any risks of the treatment which the Therapist/Practitioner knows or ought to know may be of concern.
- c. Answer to the best of the Therapist's or Practitioner's ability any of the Client's questions concerning the proposed treatment.
- d. Obtain the Client's consent to provide the proposed treatment.

A Therapist or Practitioner shall discontinue the rendering of a treatment if, at any time, the patient withdraws his or her consent to that treatment, whether verbally, in writing or by other means of communication.

A. Record of Consent

A record of written informed consent to treatment or authorized communications will be maintained in the Client's records.

B. Client's Right of Refusal

It is a Client's right to refuse or terminate a treatment at any time. When this request is made during the progress of treatment, the Therapist will comply, regardless of prior consent.

C. Case Load

A Massage Therapist or Wholistic Practitioner reserves the right to regulate caseload.

A Massage Therapist or Wholistic Practitioner may refuse to administer treatment or otherwise treat any person if there is a just and reasonable cause.

D. Fees

Policy:

The fee structure and Client's method of payment will be agreed upon prior to treatment. Fees for services should be appropriate and reasonable.

Quality / Technical:

- Fee schedule is posted in a location where Clients may see it or a copy provided to the Client.
- Explain the rates for a massage therapy appointment to the Client including what part of the treatment time will be used for taking a health history and assessment/reassessment.
- Explain to the Client your policy with regard to cancellation of appointments.
- Providing the Client with an opportunity to ask questions about the rates and fee schedule.
- Any charges that deviate from the set schedule have been agreed to by the Client are documented in the clinical notes with the reasons and agreement indicated.

Timing:

When the Client arrives to his/her first appointment or prior to arrival.

Task:

Explain the initial treatment to the Client.

Quality / Technical:

- The treatment is consistent with the massage therapy Scope of Practice.
- Any changes in the Client's wishes regarding consent are obtained before each treatment and are followed.

3. Needs Assessment & Treatment Planning

Policy:

A needs assessment must be conducted and a treatment plan proposed prior to treatment of the Client.

Where an assessment determines the Client's condition is beyond the Massage Therapist's or Wholistic Practitioner's Scope of Practice, the Therapist or Practitioner is expected to refer the client to the appropriate health care practitioner.

When referring to a health care practitioner, the Massage Therapist or Wholistic Practitioner is expected to ensure that the reason(s) for the referral and relevant clinical information are conveyed to that Practitioner.

A. Assessment

The needs assessment includes:

- The Client's stated needs
- Biographical information
- Health history relating to the present condition
- Physical evaluation
- Review of referral or authorized reports from the Client's additional health care service providers, when available.

A. Treatment & Treatment Plan

On completion of the Client needs assessment, the Therapist will determine a treatment plan, which includes:

- Desired health outcome
- Frequency of treatment
- Type of treatment
- Client self-care programs

There will be a periodic review of the needs assessment and treatment plan, when applicable.

Treatment

Explain the Initial Treatment to the Client

Conditions:

Given that massage therapy or Wholistic practice treatment is indicated.

Task:

Explain the initial treatment to the Client.

Quality / Technical:

- The treatment is consistent with the massage therapy Scope of Practice.
- Any changes in the Client's wishes regarding consent are obtained before each treatment and are followed.

Quality / Interpersonal:

So the Client is given an opportunity to ask any questions.

Timing:

Before beginning the treatment. Development and records are on-going.

Treatment Plan

Conditions:

Given that on-going massage therapy treatment or Wholistic practice treatment is indicated, and given the Client's request for treatment and your assessment of the Client's condition.

Task:

Develop and record an on-going treatment plan.

Quality / Technical:

- The plan must include: goals, type and focus of treatment(s), areas of the body to be treated, anticipated frequency and duration of treatments, anticipated Client responses to treatment, and schedule for reassessment of the Client's condition, and/or recommendation for remedial exercise and/or hydrotherapy if applicable.
- The plan must be consistent with the Scope of Practice of the Massage Therapist or Wholistic Practitioner.

Timing:

After the first treatment and update whenever treatment plan is altered.

B. Removal of Clothing

A Therapist or Practitioner shall recognize differing cultural and personal attitudes towards disrobing.

A Therapist or Practitioner shall discontinue the rendering of a treatment if, at any time, the Client withdraws his/her consent to that treatment, whether verbally, in writing or by other means of communication.

- (1) A Therapist or Practitioner shall respect the right of the Client to decline the removal of certain or any clothing.
- (2) If a Client is unable to remove or replace an item of clothing personally, the Therapist or Practitioner may assist the Client so long as the Client has consented to that assistance.
- (3) A Therapist or Practitioner must inform a Client in advance of the option of bringing and wearing a bathing suit during any hydrotherapy treatment.
- (4) In any public setting, where massage therapy is to be provided, a Therapist shall respect the Client's need for privacy, as the situation permits.

Ensuring Client Privacy in a Closed Setting

Before commencing a treatment, and in particular before a Client removes any clothing if required, a Massage Therapist or Wholistic Practitioner shall:

- Ensure Client privacy and dignity by providing suitable apparel for assessment.
- Provide a non-transparent sheet or gown of sufficient length to cover the Client's body from neck to feet during treatment.
- Instruct the Client on how to cover him/herself at the commencement of treatment.
- Provide facilities to ensure physical privacy while a Client disrobes or changes, before and after assessment and treatment.
- Consider Client privacy with respect to window coverings and mirror location in a treatment room.

During treatment, a Massage Therapist or Wholistic Practitioner shall arrange the draping so that only the part of a Client's body that is being treated is exposed and all other parts are appropriately draped.

C. Potentially Painful Treatments

(1) A Therapist or Practitioner shall not inflict pain as an objective of treatment.

(2) A Therapist or Practitioner shall make every effort to minimize pain during treatment.

(3) In relation to potentially painful treatment and notwithstanding subsections (1) and (2), a Therapist or Practitioner shall:

- Inform a Client of the possibility of pain.
- Obtain consent to treatment by written or oral means.
- Inform a Client that the treatment can cease or be modified at any time at the Client's request.

(4) A Therapist or Practitioner shall promptly cease or modify treatment in response to a Client's request.

4. Record Keeping

Policy:

The practice of Massage Therapy or Wholistic Modalities includes the keeping of current client records. An indelible clinical record will be generated for each client.

A. Client Records and Files:

Each client record/file will consist of the following but is not limited to:

- Health history
- Needs assessment information
- Treatment plan
- Record of written or verbal consent to treatment by the Client
- Record of treatment dates, types, results and authorized communications with other health care providers where applicable
- Copy of each receipt issued or produced for each treatment. Exception: If the receipts are part of a carbon copy receipt book, a copy may be kept in the book and the book must be accessible for audits. The receipt number must be reference on the treatment note. (Please see Standard #5 for further details on receipts.)

The Therapist or Practitioner shall ensure the information in a client record or file is current, legible, accurate and complete.

If a Massage Therapist or Wholistic Practitioner is working in a clinical setting where multiple Practitioners may be accessing the client file for different treatments, they shall only be responsible to ensure their notes meet the set standard and any items which are not current, legible, accurate or complete are done so if the Therapist or Practitioner is able to correct, add or update the information. All other items and issues should be addressed to the Clinic Supervisor when noted.

Confidentiality:

Client information, both verbal and written, is confidential and will be safeguarded by the Therapist or Practitioner. Written authorization is required and will be obtained prior to all communications concerning the Client's records.

Storage:

Client records will be stored securely. The location for storage is the responsibility of the Therapist.

In the event the Massage Therapist or Wholistic Practitioner works in a clinic where the clinic is the owner of the files it shall be understood the business has the responsibility to maintain storage.

Client's Health History

Task: Obtain/update and record the client's health history.

Quality / Technical:

Health history information must be requested from the client to identify indications and/or contraindications to treatment. The extent of the health history may depend on the modality being used by the Therapist or Practitioner.

Information requested must include, at the minimum:

- a. Date on which health history was taken or updated.
- b. General health status.
- c. Client name, address, date of birth, telephone number, occupation, and source of referral.
- d. Name and address of primary care physician.
- e. Current involvement in treatment with other health care practitioners.
- f. Current medication(s) and condition(s) they are treating.
- g. Timing and nature of injury or accidents.
- h. Timing and nature of surgical procedures.
- i. History of massage therapy or Wholistic treatments.
- j. Primary complaint.
- k. Location and nature of soft tissue and/or joint discomfort.
- l. Vision or hearing loss/loss of sensation.
- m. Possible cardiovascular insufficiency, for example:
 - i. High/low blood pressure.
 - ii. Chronic congestive heart failure, heart disease.
 - iii. History of myocardial infarction, phlebitis, varicose veins.
 - iv. History of cerebro-vascular accident, presence of pace maker or similar device, family history of cardiovascular difficulties.
- n. Possible respiratory insufficiency, for example:
 - i. Chronic cough, bronchitis, shortness of breath, asthma.
 - ii. Emphysema, family history of respiratory difficulties known.
 - iii. Allergies or hypersensitivity reactions.
- o. Diabetes, cancer, epilepsy, skin conditions, arthritis, family history of arthritis.

Presence of Infectious Conditions:

- Infectious skin conditions
- Infectious respiratory conditions
- Hepatitis
- HIV
- Herpes

Presence of other Conditions

- Pregnancy, gynecological conditions
- Other diagnosed diseases or medical conditions, for example: digestive conditions, hemophilia, osteoporosis, mental illness, etc...
- Presence of internal pins, wires, artificial joints or special equipment
- History of headaches or migraines.

Quality / Interpersonal:

- Inform the client of the need to inform you of any change in his/her health status.
- Inform the Client of the reason why an accurate health history is needed before treatment begins.
- Provide the Client with an opportunity to ask questions to better understand health history questions being asked.
- Inform the Client that all Client information is confidential and written authorization will be obtained prior to release of information.
- Inform the Client that all Client information is confidential within the limits identified in the confidentiality statement in the Introduction.
- Any infectious diseases are recognized and routine and additional precautions are taken.

Timing:

- Before initial treatment begins.
- After a Client absence of one (1) year from the last treatment.
- Every year, at a minimum.

Safety:

- Inquire as to any allergies and/or sensitivity to hydrotherapy additives and lubricants that the Client may have.
- Any contraindications for massage therapy or massage therapy technique(s) are recognized.

Treatment Records and Notes

Task:

Record the treatment provided to the Client.

Quality / Technical:

Records include:

- Date, time and duration of treatment.
- Fee for treatment.
- Results from assessment techniques used by the therapist.
- Summary of techniques used and areas treated.
- Client reactions/feedback to treatment.
- Informed consent from the Client/substitute decision maker.
- Used and/or recommended remedial exercises, hydrotherapy applications and/or self-care.
- Updated health history and treatment information as obtained.

Timing:

As soon as possible, within twenty-four (24) hours of treatment.

Preservation of Health Care Records

Client records and files that do not belong to the therapist or practitioner and belong to a separate clinic or business, then that clinic or business is solely responsible for the preservation of the health care records.

When the records are the property of the Massage Therapist or Wholistic Practitioner, he or she shall ensure that Health Care Records remain in the treatment facility or place of business until it is necessary to destroy or transfer the records.

A Therapist or Practitioner shall retain Health Care Records in a safe and secure place for at least ten (10) years after the date of the last treatment entered in a Clients record, except where:

- The Record is of a child under eighteen (18) years of age, in which case the ten (10) year period begins the day after the child's eighteenth (18th) birthday, or
- The Record is of a person over the age of eighteen (18) who is mentally incompetent, in which case that Record should be retained for the life of that client, or, at the end of ten (10) years after the mentally incompetent Client is restored to mental competency.

A Massage Therapist or Wholistic Practitioner may retain all Health Care Records for an indefinite period after the applicable minimum retention period of ten (10) years has elapsed.

After the applicable retention period of seven years has elapsed, and the Therapist or Practitioner elects to dispose of a Health Care Records, he/she may do so by:

- a. Effectively destroying the physical Records by utilizing a shredder or by complete burning, or
- b. Erasing information recorded or stored by electronic methods, such as on disks hard drives, external hard drives, clouds.

A Therapist or Practitioner may, with the Client's consent, transfer a Health Care Records to another Therapist/Practitioner, the Client or a Licensed Practitioner.

A Therapist or Practitioner shall make appropriate arrangements by the appointment of another Therapist or Practitioner as custodian to secure the Health Care Records.

B. Client Access to Health Care Record

For the purposes of this section, “access to” means a Client’s opportunity to examine his/her Health Care Record and obtain photocopies.

A Massage Therapist or Wholistic Practitioner who is in possession of a Health Care Record must allow a patient access to that Client’s Health Care Record, unless the Client’s physician is concerned that disclosure of the Health Care Record may result in significant harm to the safety, or mental or physical health of the Client, in which event, a written reason will be sent to the Client for refusal of access.

In a response to a Client’s request for access to his/her Health Care Record should be done as soon as possible in a medical emergency, otherwise within thirty (30) days of the request by producing the original Health Care Record for inspection.

Where access is provided and a Client requests a copy of the Health Care Record, a copy shall be provided to the client and maybe charge the cost of photocopying that Health Care Record.

Access shall be provided to the Health Care Record of a child under eighteen (18) years of age to the person(s) having guardianship or custody of that child, except where:

- a. The child has requested that his/her guardian or the person who has legal custody of the child not be granted such access, and
- b. The Therapist or Practitioner is satisfied the child is of the age and maturity to understand the nature, consequences and anticipated benefits and risks of the treatment that is the subject matter of the Health Care Record.

5. Receipts

Practices:

The Client is entitled to an official receipt for all payments made to the Therapist. Each receipt will include:

- Date
- Treatment given
- Fee charged
- Amount received and by what method
- Therapist's or Practitioner's name
- Title of profession
- Association name or abbreviation
- Membership number and other numbers required by insurance providers if applicable
- Signature
- Full name of the business with full address and contact information including phone number and/or email
- Any Canadian Revenue Agency taxation number, if applicable

No Massage Therapist or Wholistic Practitioner shall issue blank receipts to anyone for any purpose.

All receipts issued must be signed and delivered to the Client receiving the service.

6. Client Confidentiality

A Massage Therapist or Wholistic Practitioner shall maintain confidentiality of Client information.

Disclosing relevant Client information verbally or by a copy of the Health care Record may be permitted when:

- a. The Client has directed the Therapist or Practitioner, verbally or in writing, to make that disclosure, or
- b. Required by law.

A Massage Therapist or Wholistic Practitioner shall ensure that all office and support personnel who have access to a Client's Health Care Record permanently undertake to maintain the confidentiality of Client information where enforceable.

7. Draping

Policy:

It is incumbent upon the Therapist or Practitioner to assure the privacy and respect of the Client and to ascertain that the Client feels comfortable, safe and secure with the draping provided.

The Client may choose to be fully draped and/or clothed throughout the treatment.

The Client must give verbal consent before the Therapist undrapes the breasts. The genitals, perineum or anus are never undraped.

Consent of the Client is required to work on any part of the body, regardless of whether the Client is full draped or partially draped.

Conditions:

Given the Client is positioned or requires re-positioning for the treatment and the use of sheets or linens and draping is required.

Task:

Undrape the Client for treatment and instruct and/or assist the Client to change position.

Quality / Technical:

- The draping is secured.
- If the Client requests that the draping be rearranged for his/her comfort, you accommodate the request as long as you are not uncomfortable with any body parts being exposed.
- Female breasts are not exposed except when being treated in accordance with special consent for a treatment specifically for this area.
- The Client's genitalia or gluteal cleft are not exposed.
- Notwithstanding all the above, it is acceptable for a female client to be so exposed within the circumstances of labour or child delivery, if the accommodation is required to effectively deliver massage therapy services requested by the Client or her designate.
- The Client or her designate directly request this accommodation.
- The Therapist has ensured that consent is properly obtained with the accommodation recorded.
- All reasonable efforts continue to be made by the Therapist to ensure privacy and respect for the Client.
- Infants may be treated in an undraped fashion with consent of parent or substitute decision maker.
- The Client is informed on why and how to change position.
- The sheets and pillows are secured for Client comfort.
- Secure the top sheet to ensure Client's body is not exposed at any time.

Quality / Interpersonal:

- Inform the Client of what area of the body you will uncover and treat before uncovering.
- Inquire as to the Client's comfort and adjust support as necessary.
- Instruct and/or assist the Client to change position.
- The Client is asked about his/her level of comfort after he/she is in the new position.
- All efforts are made to maintain respectful privacy of the Client by use of covering, while assisting him/her to change position.

Safety:

Ensuring the Client does not fall from the treatment equipment while changing position.

Special Notes: Depending on the treatment and what the modality the client is being treated with, the Client may not need to remove any clothing and therefore draping may not be required. The Therapist or Practitioner will make all efforts to ensure the Client is comfortable and provide a blanket and pillowing if needed by the Client for comfort.

8. Ethical Conduct

Policy:

A Massage Therapist or Wholistic Practitioner shall not take advantage of a Client's vulnerabilities for the Therapist's or Practitioner's sexual, emotional, social, political, or financial interest or benefit.

A Massage Therapist or Wholistic Practitioner shall not contravene the Human Right Act or the Human Rights Code, as amended from time to time.

General Duty to the Public:

A Massage Therapist or Wholistic Practitioner shall:

- Comply with all Federal, Provincial and Municipal laws and regulations pertaining to the business and practice of Massage Therapy or their Wholistic Practice.
- Act in an honest, professional and courteous manner towards all persons.

General Duty to the Professions:

A Massage Therapist or Wholistic Practitioner shall uphold and advance the honour, dignity and credibility of their profession and, without limiting shall:

- Use his/her knowledge and skill to improve the health and well-being of others.
- Respect the honour, dignity and credibility of other professionals.
- Promote harmonious working relationships with other professionals.
- Refrain from undue criticism of the qualifications or the therapies provided by other Massage Therapists or Wholistic Practitioners or other Licensed Practitioners.
- Avoid competition for patients or professional services by methods that adversely affect the honour, dignity or credibility of the profession.
- Avoid comparing his/her competence or Client outcomes to those of other Therapists/Practitioners or Licensed Practitioners.
- Refrain from entering into a contract with any person or organization that diminishes the honour, dignity or credibility of the profession.
- Abide by the Human Rights Act and Human Rights Code, as amended from time to time, in any dealings with Licensed Practitioners and other Therapists/Practitioners, including selection of a Locum.

Sexual and Abusive Conduct:

A Massage Therapist or Wholistic Practitioner shall not:

- Engage in sexual conduct with a patient.
- Engage in sexual conduct with a former patient within three months of termination of massage therapy.
- Make any inquiry into a Client's sexual history, unless such an inquiry is directly related to the assessment of treatment of the Client's condition.

Sexual

Sexual abuse is any sexual activity or sexual touching to which you do not consent.

Some kinds of sexual abuse are against the law in Canada.

- Forcing the Client to have sex.
- Unwanted sexual touching, sexual relations without voluntary consent, or the forcing or coercing of degrading, humiliating, or painful sexual acts.
- Forcing the Client to perform certain sex acts.
- The improper exposure of a child to sexual contact, activity or behaviour.

Sexual impropriety in a professional relationship is any behaviour, gestures or expressions that are seductive or sexually demeaning to the Client.

- Inappropriate procedures, including but not limited to:
 - Disrobing or draping practices that reflect a lack of respect for the Client's privacy.
 - Deliberately watching the Client dress or undress.
- Inappropriate comments about or to the Client, including, but not limited to:
 - Sexual comments about the Client's body or underclothing.
 - Making sexualized or sexually demeaning comments to the Client
 - Criticism of the Client's sexual orientation.
 - Discussion of potential sexual performance.
 - Conversations regarding the sexual preferences or fantasies of the Client or the Massage Therapist or Wholistic Practitioner.
 - Requests to date the Client.
 - Kissing of a sexual nature.
- Therapist - Client sex, whether initiated by the Client or the Therapist/Practitioner and where one or both are engaging in any conduct with the Client that is sexual or may reasonably be interpreted as sexual, including but not limited to:
 - Genital to genital contact.
 - Oral to genital contact.
 - Oral to oral contact (except CPR).
 - Oral to breast contact.
 - Touching or undraping the genitals, perineum or anus.
 - Touching or undraping the breasts for any purpose other than appropriate treatment, or where the Client has refused or withdrawn consent.
 - Encouraging the Client to masturbate in the presence of the Therapist/Practitioner.
 - Masturbation by the Therapist/Practitioner while the Client is present.
 - Masturbation of the Client by the Therapist.

Personal and Potentially Sexual Relationships

Sometimes there can be situations where a personal and potential sexual relationship can develop between a Massage Therapist or Wholistic Practitioner and a Client. At no point should a sexual or dating relationship take place while the Client is still under the professional care of the Therapist/Practitioner.

In the event that this situation should begin to develop, the Therapist/Practitioner must end the professional relationship with the Client immediately. The Therapist or Practitioner will allow for a minimum of three months after the professional relationship has ended to begin a personal dating or sexual relationship with the former Client.

Verbal Abuse

Verbal abuse can include insults, name-calling and put-downs. Some kinds of verbal abuse include but are not limited to:

- Name-calling or saying things to embarrass or shame the Client.
- Constant criticism.
- Yelling or shouting.

Physical Abuse:

Physical abuse can range from smaller actions to very severe things that can threaten the Client's life. Physical abuse is assault. Assault is when someone purposely uses or tries to use force against another person, without that person's consent.

Acts of physical abuse include but are not limited to:

- Pushing, shoving, pinching, grabbing, hitting, punching, slapping, or kicking.
- Physical restraint or blocking, throwing an object at the Client.
- Any unwanted physical touching.

Practicing While Impaired:

A Massage Therapist or Wholistic Practitioner shall not practice when their ability to practice is impaired by drugs, alcohol, a physical or mental ailment, emotional disturbance or addiction to any substance.

Guarantees of a Cure Prohibited:

A Massage Therapist or Wholistic Practitioner shall not claim that a treatment, or use of certain equipment, will provide a cure, nor shall a guarantee be made of therapeutic value to a Client.

Conflict of Interest:

A Massage Therapist or Wholistic Practitioner shall make every effort to avoid a conflict of interest while providing treatment or carrying out any other professional duty.

If a conflict of interest with a Client should exist, the Massage Therapist or Wholistic Practitioner shall:

- Immediately disclose the nature of that conflict to the Client.
- Document this disclosure.
- Resolve the conflict of interest in consultation with the Client which may result in the termination of the therapeutic relationship with the Client or otherwise.

Use of Email, Texting and Cell Phones

During the course of having a Massage Therapy or Wholistic business, the use of email, texting and cell phone use may be warranted and required.

At no time during a treatment or while the Therapist/Practitioner has been engaged to treat the Client and during a treatment time, shall the Massage Therapist or Wholistic Practitioner use email, text or use a cell phone unless for emergency purposes only.

Professional Boundaries:

Professional boundaries are defined as the space between the Massage Therapist's or Wholistic Practitioner's power and the Client's vulnerability.

The Massage Therapist or Wholistic Practitioner therefore, is responsible for setting and communicating to the Client the boundaries of the professional relationship.

Boundaries are the limits which allow a Therapist or Practitioner to connect safely and professionally with a Client.

They are always based on the Client's needs, not the Client's wants.

A boundary violation occurs when a Therapist or Practitioner places his/her own needs ahead of the Client's needs. The result is the Therapist or Practitioner gains personally or professionally at the Client's expense.

Reporting of Members:

If a Member has reasonable grounds to believe that another Member is involved in any of the following the member shall, within a reasonable prompt time, submit a written report to the Board of Directors.

- Committed an act of Professional Misconduct.
- Engaged in Sexual Conduct with a Client.
- Treated Clients while the Therapist's or Practitioner's ability to do so was impaired by drugs, alcohol, a physical or mental ailment, emotional disturbance or addition to any substance.
- Engaged in any unsafe, unethical or illegal activity related to the practice of their modality.
- Permitted his/her office or clinic to be used for an unlawful purpose.

Written Report Requirements:

The protocols to make a complaint or report are found within the Policy and Procedures of the Association.

- The name of the Therapist or Practitioner filing the report.
- The name of the Therapist or Practitioner who is the subject of the report.
- Details of the alleged professional misconduct, prohibited sexual conduct, incompetence, or incapacity, including the sources of information relied upon.
- The identity of any Client involved, after the Therapist/Practitioner has obtained the Client's consent to disclosure their identity to the Board of Directors.

9. Discharge of a Client

Conditions:

The following are considered appropriate situations where a client may be discharged from the treatment care of a Massage Therapist or a Wholistic Practitioner:

- The goals of the treatment plan have been met or cannot be met.
- If the needs of the Client are beyond the skill, abilities or Scope of Practice of the Massage Therapist or Wholistic Practitioner.
- If the Client is abusive.
- If the treatment may be compromised due to the uncomfortable nature and relationship of either the Client or the Therapist/Practitioner that may create an environment of transference.
- If the Client and Massage Therapist or Wholistic Practitioner concludes they wish to have a personal and potential dating or sexual relationship.

Task:

Discharge the Client.

Quality / Technical:

- A referral is arranged prior to discharge if necessary or appropriate.
- The Client files are transferred or stored according to the Client's wishes.

Quality / Interpersonal:

- Explain to the Client the reason for the discharge.
- The discharge discussion is initiated before or after the final treatment but not during the treatment.
- The Client is given an opportunity to ask questions.

Timing:

Sufficient notice is given to the Client.

10. Professional Development

The Massage Therapist will maintain and enhance their practical and theoretical knowledge through professional development of the individual's practice and adhere to the Continuing Education Program established by their Association.

The Massage Therapist will display or make available any certificates obtained for attendance, training, and successful completion of professional development courses when the subject matter is included in their practice.

The Massage Therapist will maintain current certification in Standard First Aid and Cardiopulmonary Resuscitation (CPR), Level A or C.

11. Business Practices

A Massage Therapist or Wholistic Practitioner shall be found to be in violation of the Standards of Practice if any of the following may occur and may also be subject to disciplinary action.

Record Keeping

- Failing to keep records as required.
- Falsifying a record relating to the Member's practice.
- Failing, without reasonable cause, to provide a report or certificate relating to an examination or treatment performed by the Member, within a reasonable time, to an insurance company where direct billing or paper receipts have been issued and submitted for treatment or by the Association when a request has been made for such a report or certificate.
- Signing, or issuing in the Member's professional capacity, a document that the Member knows contains a false or misleading statement.

Business Practices

- Submitting an account or charge for services that Member knows is false or misleading.
- Charging or accepting a fee or amount that is excessive or unreasonable in relation to the services performed.
- Charging or accepting a fee or amount under any agreement, wherein fee or amount is excessive or unreasonable having regard to the services to be performed or that may be performed pursuant to the agreement.
- Failing to advise, in advance of services being rendered, of the fees proposed to be charges for the services to be rendered.
- Failing to abide by a written undertaking given to the member by MTWPAM or to carry out an agreement entered into with MTWPAM.
- Offering or giving a reduction for prompt payment of the account.
- Failing to itemize an account for the professional services, if requested to do so by the Client or the person or the agency who is to pay, in whole or in part, for the services.
- Selling or assigning any debt owed to the Member for professional services. This does not include the use of credit cards to pay for professional services.

A failure to maintain records in accordance with the accepted professional standards constitutes professional misconduct.

- a. Falsify any part of a Client's Health Care Record.
- b. Sign or issue a certificate, report or any document that contains false or misleading statements concerning a Client's Health Care Record.

A failure to follow this policy may facilitate an improper payment by underwriting health care insurers and expose the Member to potential civil and/or criminal proceedings in addition to charges of professional misconduct.

12. Membership Audit Procedures

The Standards and Compliance Committee will be made up of a minimum of three (3) active members of MTWPAM and no more than five (5) members.

There shall be a chair appointed to head the committee and the chair will report directly to the Board of Directors.

Random Audits

Random audits regarding compliance of standards by a member will be conducted by at least three (3) Standards and Compliance Committee members.

Frequency of random audits of Member's records will be conducted at the discretion of the MTWPAM Board of Directors, or as requested by TELUS.

Requests for random audits must be presented to the Committee in written form. The committee will have **fourteen (14) days** from receipt of a request to hold a meeting in order to make a selection and then compose a notice to send to the Member to be audited.

Selection Method:

- Each MTWPAM Member will be assigned a number according to where they fall alphabetically in an up-to-date list of all Members.
- The total number of Members will be entered into a computerized random number generator such as Microsoft Excel's "RANDBETWEEN" function (ie: if there are a total of 300 Members, the formula "=RANDBETWEEN(1,300)" will be entered to generate a random number.
- The Member's name that correlates to the randomly generated number will be selected for an audit.

The Member will then be sent notification of their random audit selection within **fourteen (14) days** of the Committee's meeting.

The Member will then have **twenty-one (21) days** to respond to the Committee with appropriate documentation.

The investigation Committee members will review the documentation within **twenty-one (21) days** of receiving a response from the Member under investigation.

Results of the audit will be reported to the MTWPAM Board of Directors within **twenty-one (21) days** of the completed investigation.

A decision regarding the Compliance Standards of the documentation will be made by the Board of Directors and the Member will be notified within **thirty (30) days** of that decision.

A Member may appeal an unfavorable decision of the Board of Directors within **fourteen (14) days**. Review of the decision will be completed by the Board of Directors within **fourteen (14) days** of the appeal.

**See policy Standards re: actions following a finding of non-compliance.

Complaints of Non-Compliance Made by Telus Health Solutions or Other Insurance Companies or Complaints Sent to the Association

The Standards and Compliance Committee will be made up of a minimum of three (3) active members of MTWPAM and no more than five (5) Members.

Complaints regarding non-compliance of Standards by a Member will be investigated by at least three (3) Standards and Compliance Committee members.

The complaint must be presented to the Committee in written form. The Committee will have **fourteen (14) days** from receipt of a non-compliance claim to hold a meeting and compose a notice to send to the Member under investigation.

The Member will then be notified of the Committee's receipt of the complaint within **seven (7) days** of the Committee's meeting.

The Member will have **twenty-one (21) days** to respond to the committee with appropriate documentation.

The investigating Committee members will act to investigate the complaint within **twenty-one (21) days** of receiving a response from the Member under investigation.

Results of the investigation will be reported to the Board of Directors within **seven (7) days** of completion of the investigation.

A decision regarding the complaint will be made by the Board of Directors and the Member will be notified within **thirty (30) days** of receipt of the completed investigation.

A Member may appeal the decision of the Board of Directors within **fourteen (14) days**. Review of the decision will be completed by the full Board of Directors within **fourteen (14) days** of the appeal.

**See Policy Standards re: actions following a finding of non-compliance.

Actions Following a Finding of Non-Compliance

If a finding of non-compliance is made, the Member will be notified by the MTWPAM Board of Directors in writing. They will be informed of the area of non-compliance, remedial action to be taken, a timescale for remedial action and follow-up (i.e. increased audit frequency).

If the Member remains non-compliant, they will be deemed to be in breach of the Standards of MTWPAM and their membership will be revoked.

Notification to TELUS Health Solutions and other insurance companies regarding any membership revoke will be sent immediately.

If the non-compliance nature is fraud related or discovered to be fraud related, notification to TELUS is done immediately.