



National
Association of
Massotherapists

PROFESSIONAL ETHICS REGULATIONS

« CODE OF ETHICS »

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The use of the masculine gender was adopted without any discrimination and only in order to lighten the text and facilitate its reading.

PURPOSE

The NAM's Professional Ethics Regulations set out the duties and obligations of any member of the Association. It reflects high standards of professional ethics so that the profession is well overseen.

CHAPTER 1 – DEFINITIONS

NAM : National Association of Massotherapists

Association:

National Association of Massotherapists

Membership certificate:

Certificate issued by the National Association of Massotherapists attesting the good standing status of the members.

Client:

Person receiving professional services from a member of the NAM.

Regulation:

Regulation respecting the professional ethics of all members in good standing of the National Association of Massotherapists or the Code of Ethics of the NAM, without distinction.

Service:

Action or service that consists in making available to a third person or a group of persons a technical or intellectual capacity.

Member:

Defines any member in good standing who performs a set of therapeutic acts performed in accordance with established and respectful standards in massage therapy.

CHAPTER 2 – GENERAL PROVISIONS

1. The Member is subject to the obligations and duties contained in the Regulations and shall not be exempt from it.
2. The Member must practice his profession with competence, integrity and loyalty.

3. The Member must exercise his professional obligations within the limits of his professional skills, his knowledge and the means at his disposal. He must, if necessary, pursue training, consult or direct his client to another professional.
4. The Member must practice his profession with respect for life, dignity, freedom of the human person.
5. The Member respects the Quebec Charter of Human Rights and Freedoms (chapter C-12).
6. The Member has the duty to promote the well-being and health of individuals both collectively and individually.
7. The Member shall promote education and information in the field in which he practices.
8. The Member must ensure compliance with the Regulations by the persons he employs or work for or with him.
9. The Member shall not allow another person, whether employed or not, to render a service on his behalf.
10. The Member must comply with the measures of the Ministries of Health within its jurisdiction. He must follow the instructions requested when required by law. For example, for the Coronavirus (COVID-19) with regard to safety, hygiene, distancing, the prohibition to open one's office, the wearing of a mask, the wearing of a visor and others, etc..

CHAPTER 3 – DUTIES AND OBLIGATIONS TOWARDS THE CLIENT

SECTION 1 – QUALITY OF PROFESSIONAL RELATIONSHIP

11. The Member must have an irreproachable behavior towards any person with whom he is involved in the exercise of his profession on either physical, mental, or emotional level.
12. The Member must seek to establish and maintain a trustworthy relationship with his client.
13. The Member must not abuse the established professional relationship with his Client. He must not attempt to take advantage of the dependency or vulnerability of a person to whom he offers or provides services. In particular, the Member must not, during the duration of the professional relationship, have sexual relations with the Client, nor make any gestures or comments of a sexual nature (see section "Sexual Misconduct").

14. The Member must not interfere in the personal affairs of his Client on matters outside his area of expertise.
15. The Member must ensure that the client will have access to therapeutic follow-up during a move, a work stoppage or abandonment of the practice.

SECTION 2 – FREEDOM OF CHOICE AND AGREEMENT

16. The Member must recognize and respect the Client's right to consult another Member, another professional or another competent person. He cannot make any agreement whose effect is to undermine these rights.
17. The Member must, before any consultation or service, obtain from the Client his free and informed consent in writing, using the documents which the NAM makes available to him upon his membership accreditation or his annual renewal. Consent must be kept in the client's file.
18. The Member must ensure the Client's understanding on the nature of a Service and its consequences. He must, if need be, facilitate the Client's decision at all times and comply with it.

SECTION 3 – AVAILABILITY

19. The Member may not refuse to provide a service to a Client on the grounds of race, color, sex, pregnancy, sexual orientation, marital status, age, religion, political beliefs, language, ethnic or national origin, social condition or disability.
20. The Member may not, except for a just and reasonable cause, terminate the services provided to a Client.
21. Amongst other things, and without limitations, are just and reasonable grounds:
 - loss of the Client's trust;
 - lack of involvement on the part of the Client;
 - personality conflict between the Member and the Client, which could jeopardize the success of a service;
 - conflict of interest;

 - the Client's incitement to perform acts that he knows to be illegal, unfair or fraudulent;

- the abusive behavior of the Client, expressed for example by threats or aggressive acts;
 - health reasons of the Member, important family obligations;
 - retirement.
22. The Member who terminates the services provided to a Client must inform the Client by giving him a notice within a reasonable time, if possible, and refer him to another professional.

SECTION 4 – CONFIDENTIALITY AND PROFESSIONAL SECRECY

23. The Member must preserve the secrecy of confidential information obtained in the exercise of his profession.
24. The Member must, amongst other things, avoid revealing that a person has used his services. He must not have indiscreet conversations, including virtual exchanges.
25. The member may be released from professional secrecy only with the authorization of his client or when so ordered by law.
26. The Member must take reasonable measures with his employees and with staff working for or with him to maintain the secrecy of confidential information and obey Law 25.
27. The Member shall not use confidential information to the detriment of a Client.
28. The Member shall not use confidential information to obtain a benefit for himself or for others.

SECTION 5 – OFFICIAL RECEIPTS

29. The Member who issues receipts to his customers for reimbursement by insurance companies:
- must complete and sign each receipt with honesty;
 - is responsible at all times for the numbered official receipts provided to him by the NAM, even in the event of theft or loss;
 - must exclude from the amount on the receipts any suggestions or sales of natural products or supplementation. These costs are the responsibility of the client and must not be part of the total fees to be declared to insurers;

- must never issue receipts for immediate family members, whether or not they live at the same address (this includes parents, children, siblings);
- must never issue receipts when payment for the consultation has been settled by a gift certificate. The certificate is a gift and has been paid by a third party, so there is no need to issue an insurance receipt;
- must never sign a receipt for another;
- never add fictitious meetings to the receipt so that the insured person receives more than the expenses incurred.

SECTION 6 – RECORD KEEPING AND ACCESSIBILITY

30. The Member shall record in each file the following information:

- file opening date;
- the client's name, address and telephone number;
- his date of birth;
- the health questionnaire, which includes all the information related to the client's health to prevent maneuvers that may be detrimental to the client's state of health;
- a summary description of the reasons for the consultation and its date (all consultations must be recorded in the client file);
- a description of the Services rendered (including the methods used) and their date;
- advice to the Client;
- annotations, correspondence and other documents relating to the Services rendered.

31. The Member must record in each Client file the time used by him and, when appropriate, by his employees, all notes relevant to the consultation, as well as the copy of the notes of fees and payment until the moment he ceases to render professional services to the person concerned by this file.

32. The Member must keep each record for at least 5 years from the date of the last Service rendered.

33. The Member must keep his files, active and inactive, in a room or piece of furniture to which the public does not have free access and which can be locked, rendering the files inaccessible.
34. The Member may use computers for the file creation and maintenance of its records provided that:
 - their confidentiality is respected;
 - any inscription or report entered in a computerized file contains the name of its author;
 - the IT environment is highly secure (server, password, locked assignment when the Member does not use their computer, etc.).
35. The Member must respect the client's right to be aware of documents relating to him created in any record made about him and to obtain a copy of these documents within a reasonable time.
36. The Member may charge a fee for the reproduction, transcription or transmission of the requested documents. He must first inform the Client of the approximate amount he will be required to pay.
37. When a Client withdraws a document belonging to him from the file that concerns him, the Member must include in his file a note signed by the Client indicating the nature of the document and the date of the withdrawal.
38. The Member who is absent from his consulting room must take the necessary measures to ensure the security of the files.

SECTION 7 – CONSULTATION ROOMS

39. The member must set up his consulting room so that the identity and conversations of the persons who are there cannot be perceived from outside this office.
40. The Member shall provide or have access near his consultation room to a waiting room for the clients to whom he renders Services, as well as access to a bathroom for the use of the Clients.
41. The Member must refrain from practicing in conditions, states or places that could compromise the quality of his services.

42. The Member must post his current year NAM Membership Certificate in his waiting room or in his consultation room.

43. The Member shall place in public view in the waiting room an up-to-date copy of the National Association of Massotherapists Code of Ethics.

SECTION 8 – COST OF SERVICES OFFERED

44. The Member must post his Services and a fee schedule in the waiting room and in his office, in a location visible to the Client. The Member displaying his fees must clearly state:

- the exact amount of the fees involved;
- the period during which these fees are in effect;
- the nature and extent of the Professional Services included;
- any additional Services that may be required and not included.

45. The member must display the payment terms in a place visible to the client.

SECTION 9 – SEXUAL MISCONDUCT

46. The member must respect the Client's private and love life.

47. The Member must not engage in a seduction scheme, establish an intimate or romantic relationship with the Client during the duration of the professional relationship.

48. The Member shall not engage in sexual touching of any kind with the Client.

49. The Member must not engage in sexual activity of any kind whatsoever with the Client during the duration of the professional relationship, including full or non-sexual intercourse, masturbation or any genital, oral or anal contact.

50. The Member must not:

- sexually harass or abuse the Client;
- ask or offer sexual favors to the Client;
- make remarks with sexual connotations, adopt a sexually demeaning speech for the Client or degrading remarks;

- comment on the physical appearance of the Client, including clothing and sexual orientation;

Use the vulnerability of the Client to take advantage of the situation, acting without the consent, be it with the draping of the sheets, massage of the intimate parts of the Client, massage of the breast area or buttocks, etc.

- propose or guarantee a cure to a client's sexual problem or sexual dysfunction, following a confession by the client of such problem or malfunction, the member must direct his client to a clinical sex therapist, member of a Corporation, association or professional order;
- Practicing or suggesting bodily or energetic maneuvers akin to sexual or sexual gestures.

CHAPTER 4 – DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

SECTION 1 – DEROGATORY ACTS

51. The Member shall discharge his professional duties and obligations with dignity and in accordance with the laws. Constitutes, in particular, a derogatory act reprehensible by the Association:

- negligent practice, accusation of condemnation of negligence in the practice;
- to perform an act that is not required or disproportionate to the Client's needs or to increase the professional services without sufficient reason;
- to solicitate someone urgently or repeatedly to use his Services;
- to perform an act or activity reserved for another profession;
- to obtain illegitimate titles and skills and practice on a fraudulent basis;
- to use the power of being a caregiver to take advantage of a Client's vulnerability;
- to practice under the influence of a psychotropic substance or any other substance, including alcohol, or any with similar effects.
- to guarantee, even in good faith, a cure or remission;
- to lie or hide important information about his practice,
- to claim fees for unrendered services, except gift certificates;
- not honoring a gift certificate that is still in effect and duly paid;
- to issue a receipt for tax or insurance purposes which contains incorrect information, including the nature of the Service, the amount and the date inscribed.

SECTION 2 – CONTINUOUS LEARNING

52. The Member must follow a minimum of 25 hours of continuous learning over a period of every 3 years of membership.
53. The Member must provide the evidence of his training to the Association at the time of his renewal.

SECTION 3 - RELATIONSHIP WITH THE ASSOCIATION

54. The member must behave with dignity, courtesy, respect and integrity with the Association.
55. The Member must pay his annual fees, which are non-refundable.
56. The Member must respond in a complete and truthful manner, as soon as possible, to any request from a person named and mandated by the Association.
57. The member must respect any commitment made with the Association.
58. The Member must notify the Association of any Member that he believes to be unfit, incompetent, dishonest or believes that he has acted contrary to the provisions of the Regulations.
59. The Member shall not use undue pressure or offer money or any other benefit for the purpose of influencing the Association or any person acting on behalf of the Association.
60. The Member shall cooperate with the Association during inspection visits that may or may not be announced.
61. The member acknowledges that he is solely responsible for his practice.
62. The Association reserves the right to cancel at any time, permanently or temporarily, or to impose a fine to a Member who does not comply with the regulations of the Association. The Member compromises or loses his membership title, in particular in the following situations:
 - a serious breach of the regulations, including the continuous learning clause;
 - professional negligence, accusation or condemnation of professional negligence
 - a refusal of office inspection, whether announced or not, by a representative of the NAM for invalid reasons;

- fraud
- the non-renewal of its membership fee;
- any other reason deemed unacceptable and detrimental to the profession.

63. The Association asks that its members acquire professional and civil liability insurance.

SECTION 4 – INDEPENDENCE

64. The Member must avoid any situation that would place him in an apparent, potential or actual conflict of interest.

65. The Member shall disclose to the Association any conflict of interest that may affect the practice of his profession, whether apparent, potential or actual. In this case, he must also propose a management plan which the Association reserves the right to accept or refuse.

66. The Members must not:

- obtain a financial advantage, notably through the order of devices or products;
- grant, in the practice of his profession, any advantage, commission or rebate to any person whatsoever;
- accept, as a Member, any commission, rebate or material advantage with the exception of customary thank you gifts of modest value (\$ 40 or less) and not in multiple numbers.

SECTION 5 – RELATIONSHIPS WITH OTHER MEMBERS AND PROFESSIONALS

67. The Member must, in his relationship with other members and other professionals, behave with dignity, courtesy, respect and integrity; he must:

- seek to establish and maintain harmonious relationships;
- refrain from denigrating another Member or other professional;
- refrain from harassing, intimidating or threatening another Member or other professional.

CHAPTER 5 – ADVERTISING

68. Advertising made by or on behalf of the Member in relation to the exercise of the activities reserved for him must clearly identify him as the sole person responsible for those activities.
69. The Member shall not advertise false or misleading information.
70. The Member must refrain from using its status to engage in undue or excessive selling.
71. The Member must keep a complete copy of any advertisement made by him or on his behalf, in its original form, for a period of 3 years following the date of its last publication or broadcast. Upon request, this copy must be submitted to the Association without delay.

CHAPTER 6 – USE OF THE BRAND IMAGE OF THE ASSOCIATION

72. The member is authorized to use a reproduction of the current graphic symbol of the Association:
- in his correspondence;
 - on his business card;
 - on a poster announcing his firm and Services recognized by the Association.
73. The member who uses the Association's brand image must ensure that such reproduction must be conform to the original held by the Association.