Code of Ethics

SUMMARY

- Preamble and Definitions
- I - Fundamental responsibilities of the Therapist.
- II- Responsibilities toward the client
- III - Interruption of a Therapist-Client relationship
- IV - Responsibility regarding the confidentiality of the Client's privacy
- V - Responsibility to safeguard his independence
- VI - Derogatory acts
- VII - Relations between RITMA and its Members
- VIII - Regulations
- Complaint protocol – appendix A

PREAMBLE

The Code of Ethics is fundamental to the values of du Groupe RITMA and essential to fulfilling its mission: to uphold and promote the highest standards of ethics, education, and professional excellence in the field of complementary medicine.

As a professional association, Groupe RITMA is committed to promoting all forms of complementary medicine, including massage therapy, orthotherapy, kinesitherapy, naturopathy, osteopathy, kinesiology, as well as the various fields of counseling and brief therapies. Since most complementary medicine practices are not yet governed by specific legislation, one of our mandates is to provide structure and oversight for these disciplines in order to protect both the public and Groupe RITMA Members. For this reason, the present Code of Ethics has been established and applies to all members of Groupe RITMA.

The masculine gender is used generically in this document to simplify reading and refers to any person, with no discriminatory intent.

DEFINITIONS

Hereafter, unless the context indicates otherwise, the following terms are defined as follows :

a. **Minor**: Any person under the age of 14 to whom a member provides care;

b. **Client:** Any person who benefits from the professional services of a RITMA member;

c. **Colleague**: Any person who practices, complementary or any other medical domain;

d. **Member**: Any member in good standing, active or inactive;

e. **Complainant**: Any person who has filed a complaint against a RITMA member;

f. **Professional**: Any person who exercises their profession in the health field or in any other field (defined by the OPQ);

g. **RITMA, Groupe RITMA or Association**: Interveners and Therapists Group in Complementary Medicine;

h. **Therapist**: This term refers to all practitioners—massage therapists, kinesitherapists, orthotherapists, osteopaths, kinesiologists, naturopaths, relational counselors—or any exclusively specified appellation.

I - FUNDAMENTAL RESPONSIBILITIES OF THE THERAPIST

1. The Therapist must, in the exercise of their duties, protect the health and well-being of Clients consulting them, at both the individual and collective level.

2. He is responsible to know and to comply with the laws and rule in force in the Quebec Civil Code or the regulations in force in their province.

3. He is responsible to know and to comply with the Code of Ethics 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 dispending of services.

8. In any situation where he is speaking with or providing care to a Client, 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 Groupe 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 Groupe 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.

12. Multidisciplinary practice

When a Therapist is multidisciplinary, particularly when practicing both manual techniques and helping-relationship approaches, they are prohibited from combining multiple disciplines with the same Client.

These therapeutic approaches are based on distinct and incompatible intervention frameworks. They must therefore be carried out separately, in different clinical contexts.

The Therapist must ensure a strict separation between their clienteles and their fields of practice in order to avoid any role confusion, ensure clarity in the professional relationship, and preserve the integrity of the therapeutic process.

13. External commercial activities and conflicts of interest

- When a Therapist engages in activities within a pyramid sales system, a relational network marketing structure (MLM), or any similar organization (hereinafter “Sales Networks”), they are strictly prohibited from promoting these to their Clients or from selling products, services, or benefits related to such Sales Networks to them.
- The Therapist must refrain from using their professional title or their affiliation with RITMA to recruit, recommend, or offer services that do not fall within the scope of their practice as recognized by the Association.
- Under no circumstances may the Therapist solicit a Client’s participation in activities that fall outside the practice recognized by the Association, nor may they agree to help a Client become involved in such activities, directly or indirectly. This rule is intended to preserve professional integrity, avoid any conflict of interest, and maintain a therapeutic relationship based solely on the Client’s trust and well-being.

14. Conduct on social media

- The Therapist must, on social media as in any other public context, demonstrate respect and courtesy toward the Association, Clients, Colleagues, and the profession.
- More generally, the Therapist refrains from any defamatory, disparaging, aggressive, or otherwise inappropriate remarks that could undermine the dignity, reputation, or credibility of the Association, Clients, Colleagues, or the profession.
- The Therapist remains responsible for their posts, comments, and shares, and must ensure that their online presence reflects the values of professionalism, civility, and integrity expected of a member recognized by RITMA.

II - RESPONSIBILITIES TOWARD THE CLIENT

In the exercise of his practice, the Therapist must adopt an irreproachable conduct toward 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 especially the following links:

Professional Code, section 35 to 38, https://www.legisquebec.gouv.qc.ca/fr/document/lc/c-26?langCont=en

Acupuncture, https://www.legisquebec.gouv.qc.ca/fr/document/lc/A-5.1?langCont=en

Midewife, https://www.legisquebec.gouv.qc.ca/fr/document/lc/S-0.1/?langCont=en

3. He is aware with the Medical Act M?9 and complies with it. https://www.legisquebec.gouv.qc.ca/fr/document/lc/m-9?langCont=en

4. He limits his interventions to those which are not psychotherapy. See list on *l'Ordre des Psychologues du Québec* website: https://www.ordrepsy.qc.ca/web/english/what-are-unlawful-practices-usurpation-title

a. A relational 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. The Therapist conscientiously informs the Client of the nature and objectives of the intervention they propose to perform, using clear and easily understandable terms. The Therapist must also recognize the Client's right to refuse any proposed therapeutic intervention or to discontinue the care at any time.

6. He recognizes the Client's right to consult another Therapist, a member of another professional association or 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 his Client's private life, 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, the Therapist 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 providing the Client with a clear fee schedule and the accepted payment methods, and thereafter issuing an invoice detailing, at a minimum, the services rendered and 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;

e. Always maintain a professional attitude of neutrality, free from any expression, disclosure, or imposition of personal opinions, beliefs, or values, both in practice and on social media;

f. Set aside personal experiences and beliefs to focus fully on the Client's needs, reality, and well-being;

g. More specifically, in the context of a helping relationship session—without excluding other disciplines (manual techniques, naturopathy, etc.), the Therapist informs the Client that

confidentiality of exchanges is essential to the proper course of the relationship. The Therapist also informs the Client that, in situations involving a risk to the safety of the individual or others, confidentiality may not be maintained in order to prioritize the protection and well-being of those concerned.

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.

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 always abstain 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 the Client is a Minor under 14 years of age, depending on the type of care provided, the Therapist must ensure that both parents have given their consent, as well as that at least one parent is present in the consultation room (office, etc.) or nearby. If the Therapist does not have a waiting

room and the parent must remain nearby, the Therapist must remind the parent to stay reachable at all times and to be available to return to the child within a short period during the session.

In cases of loss of parental custody, withdrawal of parental authority, or documented situations of violence, only the signature of the responsible parent or legal guardian is required.

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. The Therapist must maintain a professional attitude at all times. They are prohibited from engaging in personal, friendly, or intimate relationships with a Client, both during the course of therapy and after it has ended.

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 toward 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 39th and & 42nd 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:

https://www.legisquebec.gouv.qc.ca/fr/document/lc/P-34.1/20220426?langCont=en#se:39

& https://www.legisquebec.gouv.qc.ca/fr/document/lc/P-34.1/20220426?langCont=en#se:42

b. The 43rd article protects he who discloses information in connection to the 39th and 42nd articles:

https://www.legisquebec.gouv.qc.ca/fr/document/lc/P-34.1/20220426?langCont=en#se:43

4. The Therapist must respect the Client's right to access the documents concerning him in any therapy file created about him and to obtain a copy of these documents, within the limits of the *Personal Information and Electronic Documents Act* in the private sector.

The Therapist must preserve the Client's file for a minimum period of cinq (5) years from the date of the last session or last professional contact. After this period, the file must be securely destroyed in a manner that ensures the confidentiality of the information it contains, for example by shredding paper documents or permanently deleting electronic files and archives.

5. The contents of a Client's file may not be disclosed, shared, or released, in whole or in part, to any third party without the authorization of the Client concerned, unless required by law.

From the age of 14, a Minor may consent independently or through their parents to care and to the processing of their personal information and may directly benefit from professional confidentiality. Accordingly, the contents of the Minor's file may not be disclosed, shared, or released to any third party, except for holders of parental authority, without the Minor's authorization or unless required 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 financials 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. To carry out the following actions related to fees, benefits and conflicts of interest, including:

a. Charging fees for professional services that were not rendered, except in the case of gift certificates or a package accompanied by a duly executed service contract;

b. In such packages, adding elements that are external to the Therapist's practice. Only therapeutic sessions may be included; no support groups, products, retreats, documents or travel expenses may be included in the price charged;

c. Selling prepaid packages for multiple sessions. This is strictly prohibited. Payment for the session must be made at the end of the consultation. The Therapist must issue an invoice and a receipt for each consultation. Furthermore, when the Therapist's services are included in a global package combined with those of other Professionals, the Client must at all times be able to clearly distinguish the portion of the price attributable to the Therapist's services;

d. Accepting or offering material or financial benefits, including barter, when these are likely to compromise professional independence or create a conflict-of-interest situation.

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. Providing to a Client, an undue material benefit, including, but not limited to; by issuing or including in a receipt for insurance reimbursement, charges for the purchase of dietary supplements, consumer products or utilities, by misrepresenting a statement, receipt, report or any document relating to a Client's health or the service provided to the Client;

18. Emit an insurance receipt while the Therapist is under temporary or permanent revocation by the RITMA, or otherwise does not meet the criteria of an active member in good standing;

19. The Therapist is strictly prohibited from providing manual care or any other professional services involving the use of cannabis oil, CBD, or any other product derived from these substances. The Therapist may under no circumstances promote or recommend their use to Clients;

The Therapist is also prohibited from providing information, support or guidance related to the use of psychedelic substances of any kind;

20. 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 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 RITMA's regulations. The updated versions of these documents are available at all times on RITMA's website (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 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 Groupe RITMA.

6. The graphic symbols and logos of RITMA are made available to Members in the Members Zone and must be used in a manner that is consistent with and respectful of the Association and its image.

7. Groupe 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. Groupe 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 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, cancel the approved provider status of an Association and/or its respective Members. The trust relationship between Groupe RITMA and its Members is therefore essential to the preservation of this privilege.

11. Groupe 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, depending on the circumstances, or loses his Member status in the following instances:

a. Serious failure to comply with the Code of Ethics;

b. Non-renewal of the dues within the required timeframe;

c. Resignation;

d. 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 could 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;

e.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;

f. When it is brought to our attention that a Member is under police investigation that could 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 may only practice the disciplines for which he possesses the proper training.

3. It is the responsibility of the Member to inform with diligence the Member services department of Groupe RITMA about any changes in address and telephone number so that he may be reached.

4. 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.

5. Any authorised reimbursement of adhesion cost or else will be imputed of 40$+taxes of administrative fees.

6. The Therapist is committed to complying with the RITMA complaint process when he is the subject of such a complaint (Complaint protocol attached, appendix A). Information is available at all time on our website or from our Member service department.

7. The Member undertakes to formally notify Groupe RITMA, within fourteen (14) calendar days of any change relating to the content of their annual solemn declaration completed at the time of membership or renewal, failing which immediate temporary revocation will apply.

8. 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 – APPENDIX 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 before proceeding with the completion of the appropriate document. It will then be suggested that the document be sent to both Groupe RITMA 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 receipt, the Member concerned by the complaint must respond within fourteen (14) days of service of the complaint. The response may be submitted in writing, possibly through the Member's representative, or the Member may request an in?person hearing before the ethics committee.

4. Upon receipt of the complaint and the opening of an investigation file by the ethics committee, the Member concerned is liable to the immediate provisional revocation of their RITMA membership, particularly if the alleged actions are such that they may endanger public protection, are of a judicial nature, and/or are the subject of an ongoing police investigation.

5. In such cases of provisional revocation, it takes effect as soon as the Member takes possession of the email and/or the registered letter. This provisional revocation remains in force until the ethics committee has completed its investigation and rendered 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.