

Standards of Practice

(1) Client Consultation and Consent

All decisions regarding the initiation of a treatment program will be made jointly with the client, or when necessary, with the client's advocate.

- (a) Client consent is based on informed consent. The mandatory Informed Consent Form, as approved August 1, 2003 (see Appendix 'A'), must be completed and stored in the client's file;
- (b) Client consultation will include a health history form (see Appendix 'B' for minimal requirements);
- (c) Confidentiality is a trust. It is imperative that all written and verbal information collected and/or shared from/with the client is kept private;
- (d) The Client has the right to stop or refuse treatment at anytime. When this request is made during treatment, the Member must comply despite prior consent. Written record of removal of consent must be noted in client's file.
- (e) Members must have on file at the MTAS office or the College of Massage Therapy of Saskatchewan a succession plan for client files. This plan shall contain:
An agreement with another healthcare professional or fellow RMT in good standing with MTAS, member or any other person acceptable to the MTAS office as guardian of the files. Including an outline as to how the client files will be destroyed according to the legal requirement of medical health records in the Province of Saskatchewan.

(2) Functional Assessment and Treatment Plan

- (a) A functional orthopedic assessment must be conducted, and a treatment plan proposed prior to the treatment of the client. The treatment plan may be altered if relevant findings dictate so. Functional assessment includes, but is not limited to:
 - i. Client's stated chief complaint or condition;
 - ii. History as relevant to chief complaint;
 - iii. Past medical history;
 - iv. Medications;
 - v. Objective (physical) findings (e.g. range of motion, posture, gait, palpation, functional tests, etc.);
 - vi. Review of referral or authorized report(s) from the client's additional health care providers, if available.
- (b) On completion of the client's assessment, the Member will determine a treatment plan that includes, but is not limited to:
 - i. Desired health outcome;
 - ii. Type of treatment;
 - iii. Frequency of treatment;
 - iv. Client self-care;
 - v. Review of treatment results;
 - vi. Evaluation of current treatment.
- (c) The Member will acknowledge the limitations of his/her personal skills when a client's health history or assessment determines:
 - i. The client requires diagnosis and opinion beyond the Member's capabilities;
 - ii. The client's condition is beyond massage therapy's scope of practice;
 - iii. A combined health care team is required to treat the client's condition.

In all cases, relevant clinical information, with the consent of the client, will be provided to other health care practitioner(s) upon request.

- (d) The Member may refuse to treat any individual or treat any area of the client's body or to terminate the professional relationship if:
- i. The client refuses to complete a health history form or does not disclose relevant medical history that could make the Member liable;
 - ii. The client refuses to provide written consent despite being informed;
 - iii. The client is sexualizing the relationship;
 - iv. The client deliberately threatens the Member's emotional or physical boundaries;
 - v. The Member is discriminated based on age, gender, race, national origin, sexual orientation, religion, socio-economic status or body type;
 - vi. The client presents inappropriate behaviour or language;
 - vii. The client refuses or ignores the Member's recommendation to consult a Health Professional Practitioner for a condition where massage therapy is limited or contraindicated;
 - viii. The client demands treatment that is not included in the Scope of Practice;
 - ix. Engaging in a treatment presents conflict of interest.

(3) Conflict of Interest

All Members shall conduct themselves so that their actions and conduct may not be interpreted as protecting self-interest. The interests of the public must always come first.

A conflict of interest may be defined as, but is not limited to the following:

- (a) Where the Member has a direct material interest;
- (b) Any situation that a reasonable person would believe that a conflict of interest could occur.

(4) Fees

The fee structure and method of payment will be explained prior to treatment.

- (a) Fees for service will be appropriate and reasonable.
- (b) The Member's policy regarding cancellation of appointments and late arrival for appointments will also be explained.
- (c) Receipts:
 - (i) The client must receive an official receipt for each payment provided for massage therapy;
 - (ii) The receipt must state the client's name; date; treatment given; fee received; Member's name; designation; license number; signature and location of practice;
 - (iii) All treatments provided through modalities not included in the Association's scope and standards of practice must be billed, recorded and receipted separately from massage therapy.

(5) Quality Assurance

- (a) The Member will maintain competency and enhance their practical and theoretical knowledge through the professional development of his or her practice:
 - (i) The Member must display his/her current massage therapy license;
 - (ii) The Member will display or make available their current certification in Standard First Aid and Cardiopulmonary Resuscitation (CPR), Level 'C';
 - (iii) The Member will display or make available any certificates for attendance, training and successful completion of professional development courses when the subject matter is included in their practice.
- (b) Hygiene:
 - (i) The Member will maintain personal hygiene;
 - (ii) The Member will maintain their clinic and equipment in a sanitary manner;

- (iii) Clean linens must be provided for each treatment;
- (iv) The Member must wash his/her hands prior to each treatment;
- (v) Latex or vinyl medical gloves must be used for oral treatment and in the case of possible transmission of infection.

(c) Draping the Client:

- (i) The Member will assure the privacy and respect of the client and to ascertain that the client feels comfortable, safe and secure with the draping provided throughout the treatment;
 - (ii) The Member will communicate any changes in draping procedures throughout the treatment;
 - (iii) The client may choose to be fully draped or fully clothed throughout the treatment;
 - (iv) Female clients must provide clear verbal consent before the Member undrapes the breast;
 - (i) The nipple, areola, genitals, perineum and anus must not be undraped. Only when Manual Lymphatic Drainage treatment is done to the breast area may the Member only uncover the nipple and areola with the client's prior written consent;
 - (vi) The Member will drape the gluteal as follows: moving the drape bilaterally and caudally, no lower than the coccyx; or, unilaterally in a manner that does not expose the greater gluteal crease.
- (d) Joint mobilization within the profession of massage therapy is generally accepted as that which does not exceed the normal range of motion of the joint and does not employ a high velocity maneuver or manipulation. Any high velocity maneuver is unacceptable practice.
- (e) A Member will maintain client files as outlined in Records Management (item 8).

(6) Sexual Ethics

- (a) The Member will respect the integrity of each person, and therefore, not engage in any sexual conduct or sexual activities involving the client. Regardless of the behaviour of the client, it is always the responsibility of the Member not to engage in any sexual behaviour.
- (b) The Member will not commit any form of sexual impropriety with the client. Sexual impropriety includes, but is not limited to:
 - (i) Any behavior, gestures or expressions that is seductive or sexually demeaning to the client;
 - (ii) Inappropriate procedures including, but is not limited to:
 - (a) Disrobing or draping practices that reflect a lack of respect for the client's privacy;
 - (b) Deliberately watching the client dress or undress;
 - (iii) Inappropriate comments about or to the client, including, but is not limited to:
 - (a) Sexual comments about the client's body or underclothing;
 - (b) Making sexually demeaning comments to the client;
 - (c) Criticism of the client's sexual orientation;
 - (d) Discussion of sexual performance;
 - (e) Conversations regarding the sexual preferences or fantasies of the client or Member;
- (c) Requests for a date;
- (d) Kissing of a sexual nature
- (e) The Member will not commit any form of sexual abuse of the client. Sexual abuse includes, but is not limited to:
 - (i) Member/client sex, whether initiated by the client or not;

- (ii) Engaging in any conduct with the client that is sexual or may be reasonably interpreted as sexual, including, but not limited to:
- (iii) Genital to genital contact;
- (iv) Oral to genital contact;
- (v) Oral to oral contact (except CPR);
- (vi) Oral to breast contact;
- (vii) Touching or undraping the genitals, perineum or anus;
- (viii) Touching or undraping the areola or nipple, without the client's written consent and/or with no intention to provide Manual Lymphatic Drainage;
- (ix) Touching or undraping the breast for any purpose other than appropriate treatment to which the client has provided consent, or incidental contact resulting from the provision of CPR or other emergency measures;
- (x) Encouraging the client to masturbate in the presence of the Member;
- (xi) Masturbation by the Member while the client is present;
- (xii) Masturbation of the client by the Member.

(7) Certification and Title

A license number to practice certificate and card will be issued to the Member by the Registrar upon successful completion of the entrance requirements.

- (a) A Member must display their certificate in a prominent place in their principle place of work, for inspection and recognition. The certificate is the Member's professional identification and cannot be duplicated and is non-transferable, nor may it be "leased out" to unregistered facilities or persons and any time for any purpose by the Member.
- (b) A current Member is entitled to use the title and designation bestowed by the Massage Therapist Association of Saskatchewan, Inc. This term is the only designation to appear following the Member's name, excepting academic degrees from recognized colleges or universities.
- (c) Neither a Member nor Member's business can hire any person to administer any form of massage therapy unless the individual is a current Member holding a valid license to practice certificate, issued by the Massage Therapist Association of Saskatchewan, Inc.

(8) Records Management

- (a) Client records will include a signed consent form and a client health history form (see examples in Appendices 'A' & 'B').
- (b) The Member will safeguard and keep verbal and written client information confidential. Written authorization is required and will be obtained prior to all communications concerning the client's records.
- (c) Stewardship of client records is the Member's responsibility. The contents of a client record belong to that client. The client is entitled to a copy of their record's contents, at their own copying expense.
- (d) Client records will be stored with locked security that can only be accessible to authorized personnel:
 - (i) Storage location for patient records is the responsibility of the Member.
 - (ii) Client records must be kept for a minimum amount of time after the last appointment date as is legally required in the province of Saskatchewan, after which they may be destroyed.
- (e) Members must have on file at the MTAS office or the College of Massage Therapists of Saskatchewan, a succession plan for client files. This plan shall contain:
 - (i) An agreement with another healthcare professional or fellow RMT in good standing with MTAS, or person acceptable to the MTAS office, as guardian of the files.

- (ii) An outline as to how the client files will be destroyed according to the legal requirement of medical health records in the province of Saskatchewan.

(9) Advertising and Promotions

- (a) No Member shall offer to guarantee a cure, either verbally, in writing, by advertising, or otherwise.
- (b) Advertising, promotion and other marketing activities whether direct or indirect must be in good taste, accurate and not capable of misleading the public. This includes, but is not limited to:
 - (i) Misrepresentation of facts;
 - (ii) Statements that are not statements of fact, nor statements that cannot be proven to be accurate;
 - (iii) Comparison, whether directly, indirectly or innuendo, the Member's service or ability, with that of any other Member or clinic;
 - (iv) Promises or offers of more effective services or better results than those available elsewhere;
 - (v) Deprecation of another Member or clinic as to service abilities or fees;
 - (vi) Creation of an unjustified expectation about the results the Member can achieve;
 - (vii) False or misleading guise, or taking advantage, physical, emotional or financial, of any client;
 - (viii) Use of coercion, duress or harassment of a client;
 - (ix) Use of any image or message that can be deemed racist, sexual or discriminatory;
 - (x) Undignified, in bad taste or otherwise offensive to be incompatible with the best interests of the public or Members or tends to harm the standing of the massage profession generally;
 - (xi) Disclosure of the names of clients without their written consent.
- (c) Affiliation or Membership with any other relevant organization may be listed underneath name and designation with the terms "Member of" as a prefix.
- (d) Specifically, with telephone directory advertising, the Member may list:
 - (i) Name, designation, clinic address and name, phone number(s) in the white pages;
 - (ii) Member's name and designation, clinic name and address, phone number(s), modalities offered, customer service features (hours, gift certificates, etc.) and logos in the display advertising section;
 - (iii) Further details are found in the Advertising and Promotions Policies & Procedures document (Appendix C).

(10) Acts of Professional Misconduct

- (a) Records:
 - (i) Failing to keep records written in ink;
 - (ii) Failure to obtain and keep the client's informed consent form (see Appendix A);
 - (iii) Falsifying a record relating to a Member's practice;
 - (iv) Failing, without reasonable cause, to provide a report or a certificate relating to an examination or treatment performed by the Member, within a reasonable time, to the client, or his or her authorized representative after he or she has requested such a report or certificate;
 - (v) Signing or issuing in the Member's professional capacity a document that the Member knows contains a false or misleading statement;
 - (vi) Allowing any person to examine a client's health record, give any information, or copy any form in a client's health record for any person except as required or allowed by law;

- (vii) Failing to provide information from a client record for which the Member has primary responsibility, as required by law;
- (viii) Failing to make arrangements with the client for the transfer of the client's records in the care of the Member, when the Member changes office location and the client requests that the record be transferred;
- (viii) Failing to securely store patient's records as legally required.
- (ix) Failing to destroy patient records as legally required.

(b) Business Practices:

- (i) Submitting an account or charge for services that the Member knows is false or misleading;
- (ii) Charging or accepting a fee amount that is excessive or unreasonable in relation to the services performed, or may be performed, pursuant to the agreement to treat;
- (iii) Providing a blank treatment receipt to anyone for any purpose;
- (iv) Falsifying a treatment receipt in any manner;
- (v) Failing to advise the client, in advance, of the fees to be charged for the treatment;
- (vii) Failing to abide by any written understanding or undertaking given to the Member by the Massage Therapist Association of Saskatchewan, Inc., or to carry out any agreement entered into with the Massage Therapist Association of Saskatchewan, Inc.;
- (viii) Failing to itemize an account for professional services, if required to do so by the client, or the person or agency that is to pay, in whole or in part, for the services;
- (ix) No member will participate in fraudulent billing to a third party;
- (x) Contravention of Advertising and Promotion Guidelines or Policies.

(c) Practicing Massage Therapy and the Client Relationship:

- (i) Contravening of a term, condition or limitation imposed on the Member's certificate or registration;
- (ii) Contravening a standard of practice for the profession;
- (iii) Abusing the client, verbally or physically;
- (iv) Practicing the profession while the Member's ability is impaired by any substance;
- (v) Discontinuing professional services that are needed unless:
 - (a) The client requests discontinuation;
 - (b) The client is given reasonable opportunity to alternative services;
 - (c) The client is abusive;
- (vi) Practicing the profession while the Member is in conflict of interest;
- (vii) Breaching an agreement with the client relating to professional services for the payment of fees for such service;
- (viii) Failing to reveal the exact nature of a secret remedy or treatment used by the Member, following a request by the client, the client's representative or the Massage Therapist Association of Saskatchewan, Inc.;
- (ix) Failing to use draping procedures outlined in the Standards of Practice;
- (x) Using massage credentials to endorse or promote any health care product or service for which the Member is neither qualified to represent nor if the health care product or service is outside the current Scope of Practice (e.g. vitamins, nutritional substances, pharmaceuticals, herbal products, homeopathic remedies, energy balancing, iridology, etc.).

(d) Other Matters:

- (i) A charge or conviction of a criminal offence that falls under the *Criminal Code (Canada)* or the *Controlled Drugs and Substances Act (Canada)*;
- (ii) Contravening a federal, provincial, territorial or municipal bylaw if:
 - (a) The purpose of the law, bylaw or rule is to protect public health;
 - (b) The contravention is relevant to the Member's suitability to practice;
- (iii) Engaging in conduct or performing an act while practicing the profession that, having regard to all circumstances, would reasonably be regarded by the Members as disgraceful, dishonorable or unprofessional;
 - (a) Treating or attempting to treat a condition beyond the Member's competence;
 - (b) Failing to refer the client to a qualified Health Professional practitioner where the Member recognizes, or ought to have recognized, a condition requiring medical examination;
 - (c) Failing to pay any money owed to the Massage Therapist Association of Saskatchewan, Inc.