

Certified Athletic Therapists' Code of Ethics

January 2005 Version

The Athletic Therapists' Code of Ethics respects the spirit of the Quebec Professional Code (R.S.Q., c. C-26, a. 87)

CHAPTER I GENERAL PROVISIONS

As a member of the Athletic Therapists Corporation, the Certified Athletic Therapist must respect the standards and ideals of his profession. As a health profession, the goal of athletic therapy is to provide the population with preventive or curative care. The profession's ideals, standards and principles are defined in the General By-laws and Code of Ethics of the Quebec Athletic Therapists Corporation (CTSQ). The Certified Athletic Therapist and member of the CTSQ can also consult the Constitution, Code of Ethics, rules and procedures of certification and the field of practice as defined by the national association, the Canadian Athletic Therapists Association (CATA). As a de facto member of CATA, the Certified Athletic Therapist must comply with the written rules of CTSQ as well those of CATA.

1. The goal of the Code of Ethics of the Quebec Athletic Therapists Corporation is to define the ethical and professional rules with which the members of the Corporation must comply. It defines the obligations that Athletic Therapists hold towards their clientele and colleagues. Its purpose is to ensure that Athletic Therapists demonstrate a very high moral sense and that their professional conduct be beyond reproach. It is the warranty of a profession that is responsible towards the public. Honesty and integrity are the fundamental principles of this Code. By following these principles as a rule of conduct, the members will show respect to the population, the Corporation, the National Association and to themselves.

CHAPTER II DUTIES TOWARDS THE CLIENTS, THE PROFESSION AND THE PUBLIC

SECTION I COMPETENCE AND INTEGRITY

2. The Certified Athletic Therapist must perform his professional obligations with competence and integrity.
3. The Certified Athletic Therapist's most important duty is to protect the health and the welfare of the individuals he serves, on both an individual and collective basis.
4. The Certified Athletic Therapist must exercise his profession in accordance with the generally accepted standards of athletic therapy. In order to do so, he must further his knowledge and develop his skills, qualifications and attitudes.

5. Before accepting to provide any services, the Certified Athletic Therapist must take into account the limits of his skills and the means he has at his disposal. He must refrain from guaranteeing that he can cure any health condition.
6. Over and above what is set out in section 54 of the Professional Code, the Certified Athletic Therapist must refrain from the exercise of his profession or the performance of certain acts when in a condition or state that could jeopardize the quality of his services.
7. Whenever providing information that he knows may be incomplete, provisional or the accuracy of which he may be in doubt, the Athletic Therapist must always advise the person to this effect.
8. The Certified Athletic Therapist must exercise his profession by respecting the life, dignity and freedom of human beings. He may not withhold his professional services when the life of a client is in danger.
9. The Certified Athletic Therapist must take into account the foreseeable consequences that his research and work may have on society.
10. In the performance of his profession, the Certified Athletic Therapist must conduct himself in a way that is beyond reproach towards his client, whether it is a question of physical mental or emotional conduct. He must also act with courtesy, dignity, moderation and objectivity.
11. The Certified Athletic Therapist must never commit or allow any form of discrimination with respect to the rights and freedom of the people, in the performance of his profession.
12. The Certified Athletic Therapist must appropriately evaluate the client, and in the right circumstances, before providing any kind of treatment. He must also fill out, as quickly as circumstances allow, an evaluation to determine the client's complete physical and functional performance before prolonging or modifying the treatment. Furthermore, the Certified Athletic Therapist must consult a member of a professional order or refer the client to such a member if he feels it necessary in order to provide the best treatment that will allow the client to achieve his highest possible performance.
13. The Athletic Therapist must professionally identify himself to his clients as a Certified Athletic Therapist. He must also display in his workplace in visible view of the client sight his name followed by the title "Certified Athletic Therapist". If unable do so, he must wear a name tag or pin displaying the title, "Certified Athletic Therapist" or the abbreviation CAT(C). All documents which are professionally signed must display such identification. If the document does not have a space reserved for the reference "Certified Athletic Therapist", the Athletic Therapist must ensure the following mention is used: "Services provided by a Certified Athletic Therapist".
14. The Certified Athletic Therapist's workplace and treatment site and, to the extent possible, the fields of intervention over which the Athletic Therapist does not have direct control, must be kept clean and up to the hygiene standards generally recognised for treatment and health establishments.

15. The Athletic Therapist must be familiar with the policies, rules, regulations and Laws governing ergonomic aids and he must also be familiar with the methods and substances that are forbidden to athletes. He must never breach these policies, rules, regulations and Laws, nor must he encourage any violation or fail to report a violation that he may have witnessed.
16. The Certified Athletic Therapist must notify his client as soon as possible of any detrimental error, the damages of which may be difficult to repair, he may have committed, through his professional services. The Certified Athletic Therapist must notify his client as soon as possible of any detrimental accident of which he may be aware and the damages of which may be difficult to repair, that occurred in the course of his professional services.
17. The Certified Athletic Therapist must seek to ascertain all the facts before giving any advice or opinion. The therapist must not draw any conclusions before having all the facts.
18. The Certified Athletic Therapist must provide any new client, or the client's legal guardian, if the person is himself incapable of evaluating the situation, all information regarding his professional activity that may help such a client to decide whether or not to choose his services.
19. The Certified Athletic Therapist must, unless he has reasonable and probable cause to do otherwise, provide the client or the client's legal guardian when the person is himself incapable of evaluating the situation, with a full and objective explanation of the terms and types of treatment to be given. He must provide all the information that will help the client understand the services rendered and must always obtain the client's prior consent.
20. The Certified Athletic Therapist must avoid giving any misleading information about the level of his skills, the efficacy of his treatments or of those given by the other members of his profession. For the sake of the client's welfare and with the latter's consent, he must consult another colleague, a member of a professional order or a qualified person, or refer him to such persons,
21. The Certified Athletic Therapist must avoid providing or repeatedly providing professional services to the same person without sufficient cause and must not perform any inappropriate or unnecessary service to his client.

SECTION II

DISINTERESTEDNESS AND INDEPENDANCE

22. The Certified Athletic Therapist must always put his client's best interest before his own, and where applicable, before his employer's or his colleague's personal interest
23. The Certified Athletic Therapist must at all times preserve his professional independence. He must ignore any intervention from a third party that may have an impact on the performance of his professional obligations and be detrimental to the client.
24. As soon as the Certified Athletic Therapist finds in a conflict of interest or at risk of encountering a conflict of interests, he must notify his client and ask for the client's permission to pursue his mandate.
25. The Certified Athletic Therapist must be objective and disinterested when someone other than a client asks for information.
26. The Certified Athletic Therapist must refrain from accepting over and above the compensation to which he is entitled any benefit, commission or dividend for his services nor shall he pay, offer to pay or promise to pay such a benefit, commission or dividend.

SECTION III
DILIGENCE AND AVAILABILITY

27. The Certified Athletic Therapist must show diligence and provide reasonable availability.

28. The Certified Athletic Therapist shall not, other than for just and reasonable cause, interrupt his professional services to a client.

The following are just and reasonable causes:

1. loss of the client's trust;
2. the Certified Athletic Therapist's services are no longer helpful to the client;
3. the client is unwilling to cooperate with the treatment;
4. personality conflict between the Certified Athletic Therapist and the client;
5. the Certified Athletic Therapist finds himself in a conflict of interest or in a situation that could jeopardize his professional independence;
6. the client incites the Certified Athletic Therapist to commit an illegal, unfair or fraudulent act.

29. If the Certified Athletic Therapist must interrupt his services to a client, he must do it within a reasonable time in order to ensure that the interruption is not detrimental to the client. The Certified Athletic Therapist shall, where possible, ensure that the client is able to find the necessary services elsewhere.

SECTION IV
PROFESSIONAL FEES

30. The Certified Athletic Therapist shall request and receive reasonable and honest fees, substantiated by the situation and proportionate to the services rendered.

31. The Certified Athletic Therapist must provide his client with a full explanation of his fees and of the terms of payment.

32. In calculating his fees, the Certified Athletic Therapist may take into account the following factors:

- 1° his experience;
- 2° his availability and time engaged in the treatment;
- 3° the difficulty and level of the professional service;
- 4° provision of unusual, services or of services requiring expeditious treatment and exceptional skills.

33. The Certified Athletic Therapist must as soon as possible provide the client with an estimated cost and explain the nature and type of professional services that will be required and obtain the client's consent thereto.

34. The Certified Athletic Therapist may not ask for advance payment of his professional fees.

35. The Athletic Therapist is not authorized to make an insurance claim for service rendered in the field or in a clinic, except, in the case of clinical services, if there is a prior agreement binding all parties (AT, client and insurance company.)

36. The Athletic Therapist employed by an educational institution or organization is not authorized to make an insurance claim for any services rendered to athletes entrusted to his care by the educational institution or organization, unless otherwise specified and stipulated in a written agreement with the educational institution or organization.
37. The Athletic Therapist may not claim a cash payment for professional services or partial services that are covered by a third party, unless there is a formal agreement between the Certified Athletic Therapist, the client and third party.
38. *For any given service, the Certified Athletic Therapist may only accept the payment of professional fees from a single source, unless there is a written agreement stating otherwise between all the parties concerned. He must only accept fees paid by his client or the client's legal guardian, representative or agent.*
39. The Certified Athletic Therapist may not split his fees with another person except to the extent that the services and responsibilities were shared.
40. The Certified Athletic Therapist is not entitled to claim interest on an overdue account unless he has duly advised his client. The interest collected must be at a reasonable rate.
41. Before recourse to any legal remedy, the Certified Athletic Therapist must use every other means possible to collect his fees.
42. When the Certified Athletic Therapist asks another person to collect his fees, he must make sure that the person does so tactfully and in good measure.

SECTION V LIABILITY

43. In the exercise of his profession, the Certified Athletic Therapist engages his own personal civil liability. It is forbidden to include any clause in a professional contract excluding this liability.

SECTION VI ADDITIONAL DUTIES

44. The Certified Athletic Therapist must at all times recognize the client's decision to consult another member of the Corporation, a member of another professional order or any other person.
45. In addition to his advice and opinion, the Certified Athletic Therapist must provide the client with all the information necessary for the person to fully understand the professional services rendered.
46. The Certified Athletic Therapist can only give his evaluation, advice or opinion to the client if he has the professional and scientific skills recognised by the profession.
47. The Certified Athletic Therapist must seek to establish and maintain a relationship based on trust with the client.
48. The Certified Athletic Therapist must never be physically, psychologically or emotionally violent with the client.
49. The Certified Athletic Therapist must refrain from interfering or meddling with the client's personal business or any other issue that does not concern his professional skills.
50. Subject to the **preceding** provision, the Certified Athletic Therapist must cooperate with the client's family or any other person when it is necessary for the client's welfare.

SECTION VII

RESEARCH

51. Before engaging in any research, the Certified Athletic Therapist must evaluate all the possible impacts on the participants. In particular:
 - 1° he must consult any person that may help him decide whether or not to pursue the research or to determine what measure to adopt to prevent any risks for the participants;
 - 2° he must ensure that everyone working on the research shares the same concern as his for full respect of the participants;
 - 3° he must obtain written consent from the participants or from their legal guardians, after having informed them of all the foreseeable risks, especially the major, specific or unusual risks that the research may entail and after having provided them with any other information that may help them to decide whether or not to participate.
52. The Certified Athletic Therapist must be honest and frank with the participants. When certain elements may not be revealed because of the research methodology, the Certified Athletic Therapist must explain to the participants the reasons for this procedure as soon as the experiment is finished.
53. The Certified Athletic Therapist shall not oblige a person to participate or to continue participating in research.

SECTION VIII

DEROGATORY ACTS

54. Over and beyond sections 57, 58, 59 and 59.1 of the Professional Code, the following acts are considered to derogate from the profession's dignity:
 1. Repeatedly incite and pressure someone to use professional services;
 2. Advise encourage a client to act illegally or fraudulently;
 3. Work under the influence of alcohol, hallucinogenic drugs, anaesthetics or narcotics, or any other substance that could hinder or impair one's faculties or that may lead to inebriation or unconsciousness;
 4. Incite a client to purchase unnecessary equipment, especially through false statements, reports or other documents concerning a client's health or treatment received;
 5. Failure to inform the Corporation as soon as possible of someone falsely using the title of Certified Athletic Therapist;
 6. Failure to inform the Corporation as soon as possible of a candidate has failed to abide with the Corporation's eligibility requirements;
 7. Failure to inform the Corporation of any reasonable doubt that the Certified Athletic Therapist may entertain to the effect that another Certified Athletic Therapist is incompetent or derogates from the Corporation's Code of Ethics;
 8. Communicating with a plaintiff, without having obtained written consent from the President of the Corporation's Discipline Committee, when the Certified Athletic Therapist is under investigation for his conduct or occupational skills, or when he has been advised that a complaint has been lodged;
 9. Demanding, accepting or offering a payment or another type of benefit to facilitate the adoption or rejection of a Corporation procedure or decision;

10. Consulting, collaborating or entering into an agreement with someone to allow a client to be treated by a person who does not have the appropriate professional skills;
11. Selling or providing for-profit any pharmaceutical drugs and equipment or products designed for rehabilitation, injury prevention or athletic injury therapy. The following situations are not restricted:
 - a. When the client is informed that such equipment can be purchased elsewhere;
 - b. When the Certified Athletic Therapist does not sell the equipment for-profit but to accommodate the needs of the client;
 - c. With a doctor's prescription.
12. To use or lend one's name for commercial purposes.
13. To act in an unnecessary or disproportionate way for the client's needs or to multiply professional services without sufficient cause.
14. To professionally take advantage of the client's unfamiliarity, lack or knowledge, naivety or poor health condition.

SECTION IX CONFIDENTIAL INFORMATION

55. The Athletic Therapist must open a record for every client, which must be up to date and store such confidential records in the workplace.
56. The Certified Athletic Therapist is sworn to secrecy with respect to confidential information obtained in the course of his profession.
57. The Certified Athletic Therapist can only be relieved of his professional secrecy through his client's written consent or a court order.
58. When the Certified Athletic Therapist interviews a client and asks for confidential information or allows a client to give him this type of information, the client must be fully informed of the purpose of the interview and how the information will be used.
59. In order to respect the confidentiality of any information that has been confided to him or that he may learn in the course of his profession, the Certified Athletic Therapist must :
 1. avoid disclosing that someone has recourse to his professional services;
 2. avoid having or taking part in intrusive or indiscreet conversations about clients or services rendered to them;
 3. never use a client's confidential information in order to obtain, directly or indirectly, benefits for himself or someone else;
 4. take all reasonable measures for to ensure that his associates, employees and personnel respect confidential information.
 5. preserve the client's anonymity when using personal information for teaching or scientific purposes. The client or the client's legal guardian must provide his consent before any personal information is used for teaching or scientific purposes.
60. The Certified Athletic Therapist may disclose information that is protected by professional secrecy to prevent acts of violence, including suicide, or when he has reasonable grounds to believe that someone or a group of identifiable individuals face an imminent threat or danger of injury or death.
61. However, the Certified Athletic Therapist may only disclose such information to the person or persons in danger, to their representatives or to those who may bring

assistance to them.

62. The Certified Athletic Therapist may only disclose the information required to communicate the sense of danger.
63. The Certified Athletic Therapist, who in compliance with section 36 discloses information protected by professional secret to prevent an act of violence, must :
 - 1° disclose the information without further delay;
 - 2° enter the following information as soon as possible in the client's record:
 - a) date and time of the communication;
 - b) reason prompting disclosure of information;
 - c) object and mode of communication and person to whom the communication was made.

SECTION X RIGHT OF ACCESS TO OR RECTIFICATION OF INFORMATION REMITTING DOCUMENTS

§ 1. General Provisions

64. Unless the Certified Athletic Therapist has reasonable grounds to act otherwise, the client is entitled to have access to his record, to the documents that concern him and to a copy of such documents.
65. The Certified Athletic Therapist can stipulate that the access be granted in accordance with sections 40, 43 or 46, and that the access to and rectification of any information take place at his workplace, during normal office hours.
66. By failure to respond to a request in accordance with the provisions of sections 40 or 43 within 20 days, the Certified Athletic Therapist is deemed to have denied his consent.

§ 2. Terms and Conditions governing the Right of Access

Terms and conditions to the right of access

67. The Certified Athletic Therapist must respond, with due diligence and within 20 days upon receipt, to any request made by the client as follows:
 - 1° the client wishes to examine his record or other documents concerning him;
 - 2° the client wishes to obtain a copy of his record or other documents concerning him.
68. With respect to all requests made under paragraph 2 of section 67, the Certified Athletic Therapist may only request a client to pay a reasonable amount that shall not exceed the costs of reproduction, transcription or transmission.

Before proceeding with reproduction, transcription or transmission, the Certified Athletic Therapist must give the client an approximate amount of the costs.
69. If the Certified Athletic Therapist refuses, under the second sub-section of 60.5 of the Professional Code, to give a client access to his file or to information concerning him, he must inform the client in writing why the disclosure may be detrimental to him or to a third party.

§ 3. Terms and Conditions of the Right to Rectify

70. The Certified Athletic Therapist must act with due diligence and within 20 days upon receipt, and respond to any request made by the client, the purpose of which is to:
- 1° have corrected in any document concerning him that is included in his record, all inaccurate, incomplete information, or information that was gathered for unclear reasons;
 - 2° have deleted any outdated information or information that is no longer needed for the purpose of his record;
 - 3° have included in his record all statements that have been submitted in writing by the client.
71. If the Certified Athletic Therapist acquiesces to a request under section 43, he must provide the client, free of charge, a copy of the document or the parts of it that will allow the client to verify that the information was rectified, removed or, as the case may be, an attestation that the client's written statements were included in the file.
72. At the client's written request, the Certified Athletic Therapist must send a copy without charge of the rectified information or an attestation stating that the information was removed, or, as the case may be, that the client's written statements were added to the file, to every person from whom the Certified Athletic Therapist may have obtained the information that was corrected, removed or added and to every person to whom such information was communicated.

§ 4. Remitting Documents to the client

73. The Certified Athletic Therapist must act with due diligence and respond to any written request from a client, the purpose of which request is to is to reclaim a document entrusted to him.
- The Certified Athletic Therapist must make a note in the client's record, where applicable, stating the grounds that support the client's request.
74. The Certified Athletic Therapist must remit in a reasonable delay to the client or to any other designated person any document that is necessary for the client to receive a benefit to which he is entitled.

SECTION XI
ADVERTISING

75. The Certified Athletic Therapist must indicate his name and title in all advertisements.
76. The Certified Athletic Therapist must at no time produce or allow to be produced by any means whatsoever impetuous, false, incomplete, deceptive or misleading advertisements.
77. The Certified Athletic Therapist must be able to justify the claims made in his advertisement about skills or qualities that he has to offer, especially about the efficacy or range of his services or the efficacy or range of services generally dispensed by the profession.

The Certified Athletic Therapist must be able to justify any claims made in his advertising with regards to any particular advantage or performance features of his service and any claims that allege that the use of such service may result in some kind of monetary advantage or that the service meets a certain recognized standard.
78. The Certified Athletic Therapist must refrain from using any injurious advertising strategies that might denigrate any persons with whom he has professional relations, especially another member of the Corporation or a member from another professional order.
79. The Certified Athletic Therapist must ensure that his advertising is never prejudicial to the profession's image nor create the image of a commercial or profit-oriented profession.
80. The Certified Athletic Therapist must never produce or authorize to be produced, by any means whatsoever, any advertisement, in his own name or about himself, a product or equipment that is directly or indirectly related to the health profession.
81. The Certified Athletic Therapist must never produce or authorize to be produced, by any means whatsoever, any advertisement, in his own name or about himself, which might influence individuals that are morally or physically vulnerable because of their age, health condition or because of a specific event.
82. When the Certified Athletic Therapist sets out his opinion on athletic therapy through information media and addresses himself to the general public, he must reflect the opinions that are generally recognized in athletic therapy on the issue at hand and must always convey information that is factual, precise and verifiable.

83. When the Certified Athletic Therapist advertises his professional fees and prices he must:
- 1° set out fixed professional fees and prices;
 - 2° state the period during which such professional fees and prices are applicable;
 - 3° specify the type and range of services included in such professional fees or prices;
 - 4° indicate, when applicable, any additional professional service that is not included in such professional fees or prices and that might be necessary;
 - 5° indicate whether any other investment is required.

These indications and precisions must be clear to all individuals who do not have an extensive knowledge of athletic therapy or the professional services advertised.

The Certified Athletic Therapist must maintain the professional fees and prices at for at least 90 days after their last publication or advertisement.

The Certified Athletic Therapist may however agree with the client to lower professional fees and prices than those published or advertised.

84. The Certified Athletic Therapist must keep an exact copy of his or an associate's advertisement, in its original format, for a period of 5 years after the last publication or authorized advertisement.
85. If the Certified Athletic Therapist uses the Corporation's graphic symbol in his advertisement, he must use it in the exact same format as the one which is kept by the Corporation's Secretary.
86. If the Certified Athletic Therapist uses the Corporation's graphic symbol in his advertisement, except for his business cards, he must include the following statement:
- « This is not an advertisement of the Quebec Certified Athletic Therapists Corporation and it engages only its author.»**

SECTION XII RELATIONS WITH OTHER PROFESSIONAL CORPORATIONS OR WITH OTHER INDIVIDUALS

87. If another member of the Corporation consults the Certified Athletic Therapist because of the latter's professional skills on a specific matter, the Certified Athletic Therapist must if possible respond without delay.
88. If the Corporation asks the Certified Athletic Therapist to take part in the arbitration of an account, in a discipline committee or a professional investigation, he must accept the function, unless he has exceptional reasons to refuse or if there may be a conflict of interests with respect to the records involved.
89. The Certified Athletic Therapist must cooperate with all of his professional relations, especially other members of the Corporation and those from another professional order, and he must also foster and maintain harmonious relations.
90. The Certified Athletic Therapist must not abuse another member's good faith, nor must he be guilty of a breach of trust or unfair practices with respect to the member. He must especially not publicly discredit an individual, impugn his dignity or take credit for someone else's merit.

He must refrain from soliciting the clientele of any Certified Athletic Therapist who sought his assistance.

91. If the Certified Athletic Therapist holds a position in the Corporation or is asked to cooperate with the Corporation, he must avoid all conflicts of interest.
92. The Certified Athletic Therapist must respond without any delay to any correspondence sent by the Corporation's Disciplinary Committee, investigators or member of the Professional Inspection Committee, exercising their duties.
93. The Certified Athletic Therapist must consult or refer his client to another Certified Athletic Therapist, to a member from another professional order or to any other individual when it is necessary for the client's best interest.

94. If the Certified Athletic Therapist has a joint practice with other Certified Athletic Therapists or other individuals, he must ensure that his joint practice is not detrimental to the client.
95. The Certified Athletic Therapist must preserve his professional independence when he is asked to practice jointly with another Certified Athletic Therapist or another person. He shall never be obliged to perform a task which is contrary to his professional commitment or principles. He must inform the Corporation of any pressure put on him that is detrimental to his practice.

SECTION XIII CONTRIBUTING TO THE PROFESSION

96. The Certified Athletic Therapist must, to the extent of his abilities, contribute to the advancement of the profession by sharing his knowledge and experience with his colleagues and students and by continuing professional education.
97. The Certified Athletic Therapist must promote public education and information in his professional field. Unless he has substantive grounds to do otherwise, in the exercise of his profession he must act in such a way that promotes such education and public information.
98. The Certified Athletic Therapist must do everything in his power to support all measures that will improve the availability and the quality of the professional services in his field of practice.