



ACADEMY OF NATUROPATHS AND
NATUROTHERAPISTS OF CANADA

CODE OF ETHICS AND BY-LAWS

ACADEMY OF NATUROPATHS AND NATUROTHERAPISTS OF CANADA

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Introduction

The following “Code of Ethics and By-Laws” (hereinafter called the “By-Laws”) is intended to describe the professional rules of conduct governing members of the Academy of Naturopaths and Naturotherapists of Canada (hereinafter called the “Academy”).

This document uses the following definitions, unless the context indicates otherwise:

- a) **Academy:** Group that offers services and benefits to its members. It includes therapists identified as “Naturopaths” (N.D.) and as “Naturotherapists” (n.d.);
- b) **Member:** Therapist admitted by the Academy and who has paid the membership fee;
- c) **Therapist:** Practitioner holding a work permit in Canada and who provides naturopathic or naturotherapeutic services to clients;
- d) **Client:** Individual who receives naturopathic or naturotherapeutic services from a member of the Academy;
- e) **Naturopathy:** In provinces where the title of naturopath is not regulated, naturopathy is defined as *“alternative medicine which excludes the use of any pharmaceutical product and bases its care on the exclusive use of natural resources (fasting, herbal medicine, dietetics, massage, lifestyle, sun, clean air, etc.)”* In provinces where the title of naturopath is regulated, refer to the definition of the regulatory body;
- f) **Naturotherapy:** The Academy considers that this term is equivalent to “naturopathy” as defined above in provinces where the title of naturopath is not regulated;
- g) **Plaintiff:** Any individual who makes a complaint against a member of the Academy;
- h) **Receipt for Health Care (hereinafter called “Receipt”):** Form completed by the member and delivered to the client for tax purposes or for reimbursement by insurance companies;

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Section I – General provisions

1. 1 Members undertake to provide correct and truthful information to the Academy. Any changes shall be communicated in writing;
1. 2 By joining or renewing their membership in the Academy, members agree to abide by its By-Laws;
1. 3 Members shall ensure that those working with them also respect these By-Laws;
1. 4 Members shall pay their annual membership fee as of May 1 of each year to benefit from the services and advantages offered by the Academy;
1. 5 In the event of a late payment, members shall pay the amount of the administration fees indicated on the renewal notice;
1. 6 The logo and the Receipt of the Academy are intended for the exclusive use of its members;
1. 7 Members of the Academy shall be independent naturopaths and naturotherapists and have no legal connection whatsoever with the Academy;
1. 8 The Academy may amend its By-Laws at any time and at its sole discretion. Members will be notified either by regular mail or by email, and will be invited to consult the amendments directly on the website of the Academy (www.acnn.ca) under the tab “By-Laws”.

Section II – Duties and obligations towards the public

- 2.1 In their practice, members shall protect the health and well-being of clients consulting them;
- 2.2 In order to cover risks associated with their practice, Members shall hold a liability insurance and are strongly encouraged to subscribe to professional liability insurance;
- 2.3 Members shall register with the Academy under their legal name and shall use the same name on their business card, advertising and any other references to their professional practice;
- 2.4 When publicly expressing opinions or values, members shall specify that they do so in their own name and that their opinions are their own and not those of their colleagues or of the Academy;

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- 2.5 Members expressing their opinions shall do so with honesty, objectivity, accuracy and discernment, and undertake to personally verify in advance the veracity and nature of the information conveyed;
- 2.6 In any situation where they are called upon to publicly represent their field of practice, and therefore the Academy, members shall inform the public with integrity and accuracy, describe the generally accepted methods in their field of practice, and thereby present their opinions in accordance with the By-Laws of the Academy;
- 2.7 Members are prohibited from selling products unrelated to their professional practice;
- 2.8 Members are prohibited from using their status of member to advertise the sale of any products whatsoever;
- 2.9 Members are prohibited from selling products or methods likely to be detrimental to the health of the client;
- 2.10 Members shall consider the sale of products as a client service and not their main source of income. They are prohibited from engaging in pressure sales tactics and shall respect the client's free will and financial limitations;
- 2.11 Members shall not indicate or pretend that the Academy recognizes, endorses or suggests different articles, accessories and/or equipment;
- 2.12 Members wishing to advertise their services are allowed promotional use of the logo of the Academy and of any other form of identification with the Academy in order to indicate their membership in the Academy, provided that they respect its mission and philosophy;
- 2.13 Members shall not use the logo of the Academy and/or any other form of identification with the group to:
- a) request funds;
 - b) recruit or solicit the public to join groups of a religious, esoteric, spiritual or political nature.
- 2.14 The Academy reserves the right to withdraw a member's authorization to use the logo and the name "Academy of Naturopaths and Naturotherapists of Canada", at any time and without any compensation.

Section III – Duties and obligations towards clients

Availability and explanations

- 3.1 Members shall return all calls from clients within a reasonable time period;
- 3.2 Members shall provide their clients with the necessary explanations for them to understand and evaluate the services performed;
- 3.3 Members shall not discuss potential or actual healing or pronounce a medical diagnosis;
- 3.4 Members shall refer their clients to another therapist or, if necessary, to a physician, when they cannot, or can no longer, provide the services required by the clients' medical condition;

Estimated number of visits

- 3.5 Members shall provide an estimate of the number of visits that should be required to provide the appropriate care to their client;
- 3.6 Members shall put the interests of their clients before their own. In particular, they shall not require extra appointments or perform acts that are unnecessary, inappropriate or disproportionate to the client's health condition;

Setting and payment of fees

- 3.7 Members shall display pricing information in their office, as well as administration fees charged when the client won't show up or when cancellation of an appointment is not made within the period agreed;
- 3.8 Members shall inform clients of the expected cost of care and the payment terms offered before rendering their services;
- 3.9 Members shall not require advance payment of their fees;
- 3.10 Members shall issue a Receipt for the total number of visits, or for each individual visit if so requested by the client. Members shall notify their clients that there is no guarantee of reimbursement by an insurance company because the client's insurance policy may contain limitations or exclusions;

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- 3.11 Members shall make sure that they use the most recent version of the Receipt, as if they do not, reimbursement may be refused by the insurance companies;
- 3.12 Members shall not include unauthorized services on the Receipts of the Academy (acupuncture, audiology, beauty care, chiropody, colon hydrotherapy (in Quebec only), chiropractic, dietetics, homeopathy, kinesiology, massage therapy, nursing, occupational therapy, orthotherapy, osteopathy, physiotherapy, podiatry, psychiatry, psychotherapy, speech therapy, social work);
- 3.13 None of the care stated on the Receipt shall include in any way whatsoever:
- the sale of products by the member;
 - appointments to which the client fails to appear;
 - the member' transportation costs (including travel time);
 - help received to complete a form.
- 3.14 Members assigning the collection of their fees to another person shall ensure that the latter acts with tact and discretion;

Record keeping

- 3.15 Members shall create, maintain and retain a file on each of their clients for a minimum period of forty-eight (48) months;
- 3.16 Members shall prepare a health assessment or a follow-up at each visit;
- 3.17 The client's file shall contain:
- a) the client's name, date of birth, address and phone number;
 - b) the dates for each consultation;
 - c) the fees charged for each visit;
 - d) a description of the services provided;
 - e) the member's comments and observations concerning the client's state of health or changes therein;
 - f) details of any collaboration with another therapist, including the latter's contact information.

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Access to records

- 3.18 Members shall provide a copy of his or her file to each client upon request, or allow the client to consult the file, if needed. Members may charge reasonable administration fees to a client or an insurance company making such a request;
- 3.19 Members shall keep client files in a safe and locked place when leaving their consultation room or office;
- 3.20 Members and their employees are bound by professional confidentiality with respect to confidential information received;

Clients in the care of third parties

- 3.21 In the case of clients in the care of a person with whom they are in a relationship of trust or dependency, such as a parent, sibling, other relative, friend, caregiver or guardian, members shall inform the person in question of what services are to be provided to the client;

Discretion

- 3.22 Members shall refrain from criticizing medication prescribed by other health care professionals who are or were caring for their clients;
- 3.23 Members shall refrain from commenting on the opinions and advice of other health care professionals who are or were caring for their clients;

Skills and knowledge

- 3.24 Members shall rely on their expertise and knowledge when providing services to a client. More specifically, they shall not undertake to provide services for which they are not sufficiently trained without obtaining the necessary assistance;
- 3.25 Members shall maintain a polite and respectful attitude towards clients and behave with integrity;
- 3.26 Members who do not feel comfortable with a client's health issues shall refrain from rendering services to the client or shall share their limitations so that the client has the option to accept or refuse the services offered;
- 3.27 Members shall constantly strive to deepen their knowledge and professional skills. The Academy recommends that each of its members take a minimum of fourteen (14) hours of continuing education per year;

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- 3.28 A member who develops a personal relationship with a client shall refer the client to another therapist;
- 3.29 Members shall establish and maintain a relation of mutual trust between themselves and their clients;
- 3.30 Members shall refrain from intervening in the private life of a client or on any subject not related to their professional expertise;
- 3.31 Members shall refrain from disclosing their personal situation to the client in any way whatsoever and from providing details of their personal life;
- 3.32 Members shall respect their clients' mental, physical and emotional limitations;
- 3.33 Members shall refrain from providing services if they are in a state of inebriation or if their mental faculties are impaired for any reasons whatsoever;
- 3.34 Members shall refrain at all times from engaging in any acts that could be described as sexual touching or sexual relations.

Member's consultation room or office

- 3.35 Members shall display their Membership Certificate for the current year in their consultation room or office;
- 3.36 Members shall meet any applicable legal requirements for a home office;
- 3.37 Members shall have appropriate and adequate equipment in order to provide services related to their title and professional expertise, and shall maintain this equipment in good working order at all times;
- 3.38 Consultation rooms shall be clean and regularly maintained. Sinks and toilets shall be cleaned with antiseptic and disinfectant products, and these products shall not be left where clients have access to them;
- 3.39 Consultation rooms shall be plain and well soundproofed to maintain professional confidentiality;
- 3.40 Members shall always practice good personal grooming and hygiene and maintain a mental and physical balance suitable to their practice;
- 3.41 Members shall wash their hands before and after each treatment;

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- 3.42 Whenever clients have to remove their clothes, in whole or in part, members shall leave the room. Towels or a robe and slippers must be available to the client as well as a private room in which to undress;
- 3.43 Towels, robes, slippers, pillow cases and sheets shall be replaced after each treatment;

End of services

- 3.44 When a member wishes to cease or refuses to provide care to a client, he must inform the client as soon as possible and has no obligation to justify the reasons;
- 3.45 Members may cease to provide services to a client in some fair and reasonable cases such as:
- a) loss of trust by the client towards the member and vice versa;
 - b) lack of any further benefit to the client;
 - c) encouragement by the client to commit fraud or fraudulent acts;
 - d) personality conflicts between the client and the member;
 - e) conflict of interest;
 - f) inappropriate behaviour by the client towards the member (harassment, sexual abuse, threats, blackmail, physical or verbal abuse);
 - g) the client's personal hygiene;
 - h) the member's state of health;
 - i) the member's retirement.

Section IV – Independence and impartiality

- 4.1 Members shall avoid any situation involving a conflict of interest;
- 4.2 Members who become aware of an existing or possible conflict of interest situation shall inform their client as soon as possible and cease to provide any services to that client;
- 4.3 Members shall not provide to the members of their immediate family (spouse, children, or de facto spouse and his children, father, mother, siblings) any advantages related to their professional practice, such as issuing Receipts for reimbursement or tax deductions.

Section V – Professional confidentiality

- 5.1 Members are bound by professional confidentiality with respect to their clients;
- 5.2 Members may be released from the obligation of confidentiality by written authorization of the client, if ordered by law or by a court;
- 5.3 Members shall not reveal that a person has required their services;
- 5.4 Members shall undertake all reasonable means to prevent their associates, their employees or other persons whose services they retain from disclosing their client's confidential information;
- 5.5 Members shall preserve the client's anonymity when teaching and/or using information provided by the client for educational purposes;
- 5.6 Members shall maintain professional confidentiality when teaching and obtaining confidential information from their students;
- 5.7 Members wishing to record or film an interview shall obtain prior written permission from the client;
- 5.8 Members providing services to a couple or a family shall maintain the right to confidentiality of each member of the couple or family;
- 5.9 Members shall not make use of any confidential information prejudicial to the client in order to obtain any valuable consideration for themselves or for another person;
- 5.10 The content of a client's file may only be disclosed, assigned or given to a third party, in whole or in part, with the written authorization of the client or if required by law or by a court.

Section VI – Derogatory acts

It is a derogatory act under these By-Laws for members to:

- 6. 1 obtain their qualifications unlawfully and/or present false documents for membership;
- 6. 2 perform an act or action exclusively reserved to another profession;

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- 6. 3 perform an act or demonstrate a behaviour that is contrary to what is generally accepted in the practice of the profession;
- 6. 4 claim fees for services not provided;
- 6. 5 issue a Receipt in a field of practice other than the care given;
- 6. 6 provide a Receipt or other document showing false information (date of care, fictitious visits, amounts paid, client name);
- 6. 7 guarantee, directly or indirectly, the cure or remission of an illness or of an injury;
- 6. 8 make a diagnosis and/or express criticism of an opinion or of advice that the client received from another therapist or another health professional;
- 6. 9 repeatedly urge the client to resort to their services;
- 6. 10 not dress modestly and appropriately in the exercise of their work;
- 6. 11 refuse to provide services to a client on prohibited grounds of discrimination, namely race, color, age, sex, sexual orientation, marital status, health status, ethnic origin, language, religion, political affiliation, physical or mental disability or socio-economic situation;
- 6. 12 abuse a client's vulnerability, ignorance, inexperience or bad health in the exercise of their work;
- 6. 13 engage in any physical or psychological action to encourage a client, directly or indirectly, to acts of a sexual nature. The prohibition also applies to any attempt to perform any such act and any participation in or encouragement to perform any such act;
- 6. 14 exhibit physical, verbal or psychological violence against the client by intimidation, insult, provocation, humiliation or other;
- 6. 15 practice under the influence of alcohol, drugs, hallucinogens, narcotic or anesthetic preparations or any other substance that could compromise the quality of their services or the client's safety;

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- 6. 16 treat a client whose faculties are impaired by alcohol, drugs or other substances that may produce confusion and consequently create ambiguity about the nature of the care provided;
- 6. 17 solicit or promote the use of substances or hallucinogenic drugs to supplement the care provided;
- 6. 18 issue a Receipt for insurance purposes to the buyer or to the beneficiary of a gift certificate or a professional service the cost of which is free or assumed by a third party;
- 6. 19 fail to honour gift certificates sold to their clients;
- 6. 20 establish an intimate, amorous or sexual relationship with a client;
- 6. 21 contact the plaintiff if they have been served with a complaint;
- 6. 22 commit or encourage a client to commit an illegal or fraudulent action;
- 6. 23 issue a receipt for care related to a training that has not been previously accepted by the Academy.

Section VII – Duties and obligations towards the Academy

- 7.1 Members shall use the Receipt provided by the Academy;
- 7.2 Members are responsible for Receipts in their possession and for their use, as each individual member is the sole user and signatory of said Receipts;
- 7.3 Members shall never permit their clients to complete their own Receipts;
- 7.4 The member shall in no case issue receipts to clients during a group therapy. Receipts must be used for one-on-one sessions with follow-up at each visit;
- 7.5 Members may provide remote health care (by phone or any other means of telecommunication) and issue a Receipt for these services when both the therapist and the client are in Canada. However, it is up to group insurance companies to authorize or not the reimbursement of these services;
- 7.6 Members shall authorize their professional liability insurance broker to provide us with their personal information;

Section VIII – Relationships between the Academy and its members

- 8.1 Members must meet the prescribed deadlines when responding to any correspondence from the Academy;
- 8.2 Members practicing jointly with other therapists shall insure that this practice does not cause any harm to the client;
- 8.3 In cases where another therapist provides care to their client, members shall collaborate with the other therapist by providing information that could help improve the client's medical condition.

Section IX – Reporting misconduct

- 9.1 A client or member who wishes to file a complaint against a member of the Academy for non-compliance with the By-Laws shall do so in writing to the Academy;
- 9.2 The Academy shall examine the complaint and send a copy to the member concerned;
- 9.3 Members shall have a period of thirty (30) days from the date on which the complaint was sent in which to respond in writing with their own version of the facts;
- 9.4 When it has received the member's version of the facts, the role of the Academy shall be to promote and facilitate mediation between the client and the member;
- 9.5 Should the mediation fail, the parties will have to go to court to settle their differences;
- 9.6 Members who are found guilty shall receive a letter from the Academy notifying them of the cancellation of their membership. If they are acquitted, the complaint will automatically be cancelled;
- 9.7 Should the member not respond nor communicate in any way with the Academy within the timeline provided for in clause 9.3, his membership will immediately be cancelled without further notice or refund;

Section X – Membership cancellation

By the Academy

- 10.1 The Academy reserves the right to cancel at any time the membership of a member who fails to comply with one or several of its By-Laws;
- 10.2 The Academy will notify members who fail to comply with one or several of the By-Laws, by registered mail or any other postal service, that they have thirty (30) days to rectify the situation, otherwise their membership will immediately be cancelled without further notice or refund;
- 10.3 The Academy reserves the right to terminate at any time the membership of a member upon learning that the member has been convicted by a court of law in a criminal proceeding;

By a member

- 10.4 Members who so wish may cancel their membership at any time by sending a registered letter to the Academy. However, no refund will be made by the Academy in this case;
- 10.5 Former members who wish to reinstate their membership in the Academy subsequent to a cancellation have to meet the new standards in force at the time of their reinstatement;

Consequences of cancellation

- 10.6 Members whose membership has been cancelled shall return their Membership Certificate and immediately cease to use their membership number and all the forms provided by the Academy;
- 10.7 Members whose membership has been cancelled shall cease to use all materials immediately, including the logos and name of the Academy, and notify the Academy in writing that they have ceased all such use;
- 10.8 Members whose membership has been cancelled and who do not cease the above-mentioned uses may be subject to civil litigation before the courts;
- 10.9 Members whose membership have been cancelled shall contact their broker to verify if their professional liability insurance will continue to be effect despite their membership cancellation;

Section XI – Interpretation of clauses

- 11.1 In the event that any clause contained in the By-Laws is found to be void or unenforceable, in whole or in part, the remaining clauses in the By-Laws shall remain in force;
- 11.2 In case of a discrepancy between the French and the English versions of the By-Laws, the French version shall prevail;
- 11.3 The By-Laws are established under the laws of Quebec in the judicial district of Terrebonne.