

Canadian Massage & Manual Osteopathic Therapists Association

MEMBERS

Policy and Procedure Handbook

March 5, 2024 Edition

New or Updated Policy in this Handbook comes into effect March 12, 2024



This document contains the Canadian Massage and Manual Osteopathic Therapists Association's Policies and Procedures related to the Members of the Association, which have been adopted by motion of the CMMOTA Board of Directors.

These policies and procedures are meant to inform the Bylaws of the Canadian Massage and Manual Osteopathic Therapists Association and is not to be used as a substitute to or a replacement for the Bylaws of the Canadian Massage and Manual Osteopathic Therapists Association. The authority of this document is subsidiary to the following:

1. Alberta Societies Act.
2. Alberta Employment Labor Standards.
3. Alberta Human Rights Commission.
4. The Health Professions Act of Alberta (upon regulation of Massage Therapy).
5. Any other applicable legislation enacted by either a Provincial Government, or the Government of Canada.
6. The Bylaws of the Canadian Massage and Manual Osteopathic Therapists Association.

This document may be changed, from time to time, by approved motion of the Board of Directors of the Canadian Massage and Manual Osteopathic Therapists Association and shall be available to all Members upon request.

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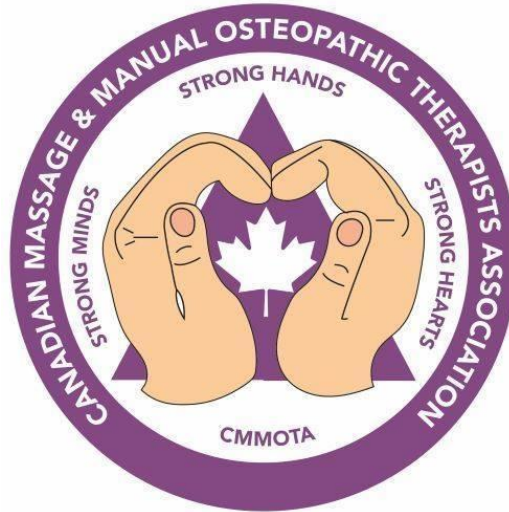
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Canadian Massage & Manual Osteopathic Therapists Association

MEMBERSHIP

Policy and Procedure Handbook

Policy



21 Day Notice Policy

Purpose:

- To assist the Board of Directors and Administration in preparing for the Annual General Meeting while meeting the requirements set forth in CMMOTA Bylaw 5.3.3.

Policy:

1. The Board of Directors shall, not less than 22 days prior to the Annual General Meeting, by motion:
 - a. Set a date, time, and location for the Annual General Meeting; and
 - b. Establish an invitation list; and
 - c. Set acceptable methods of attendance; and
 - d. Approve an Agenda; and
 - e. Approve Audited Financial Statements from the Prior Fiscal Year for distribution; and
 - f. Approve a list of nominee(s) together with the nominee(s) provided biographical information for open Board of Director positions; and
 - g. Approve distribution of unadopted minutes from previous Annual General Meeting(s); and
 - h. Approve distribution of unadopted minutes from previous Special Meeting(s); and
 - i. Approve any Notice of Special Resolution(s) to be brought forward at the Annual General Meeting; and
 - j. Approve any other documents that are deemed relevant to be distributed to the membership in order to conduct the Annual General Meeting.
2. Administration shall distribute the above information to the last known electronic mail address of all members not less than 21 days prior to the Annual General Meeting.
3. Administration shall distribute instructions for registration to participate in the Annual General Meeting not less than 21 days prior to the Annual General Meeting.
4. When in the First Year of the CEC-Cycle the Board of Directors shall by motion, not less than 22 days prior to the Annual General Meeting, set the Fee-In-Lieu of AGM Attendance Fee(s) for the 3-Year Cycle.
5. Administration shall publish any changes to the Fee-In-Lieu of AGM Attendance in the CMMOTA Fee Schedule.

Original Date of Policy Adoption: March 5, 2024

Date of Last Policy Revision:



Acceptable Forms of Government Issued Identification Policy

Purpose:

- To provide clarification surrounding what is considered to be an acceptable form of Government Issued Identification for fulfilling requirements for admission into membership.

Policy:

1. Acceptable forms of Government Issued Identification for admission into membership are:
 - a. Valid Driver's License; or
 - b. Canadian Birth Certificate; or
 - c. Valid Canadian Passport; or
 - d. Canadian Citizenship Card; or
 - e. Canadian Citizenship Certificate; or
 - f. Valid Certificate of Indian Status Card; or
 - g. Valid Permanent Resident Card; or
 - h. Valid Canadian Military Identification Card; or
 - i. Valid Work Permit issued by Citizenship and Immigration Canada, including permission to practice Massage Therapy, Manual Osteopathic Therapy, or both.
 - j. For Student Membership Class only - Valid study permit and a valid visitor visa (temporary resident visa); or
 - k. For Student Membership Class only - Valid study permit and an electronic travel authorization; or
 - l. Canadian Social Insurance Number Certificate or Card.
 - i. When a Social Insurance Number Certificate or Card begins with the number 9, it carries with it an expiry date. In this instance, when this type of Government issued identification is used to validate the ability to work in Canada, once the card is expired, it will be the responsibility of the member to forward a new valid copy to the Association.
2. A Driver's License will not be accepted as proof of ability to work, or as proof of residency status, as it does not provide proof of your status in Canada nor does it verify that you are authorized under the Immigration and Refugee Protection Act (Canada) to engage in the practise of the profession of Massage Therapy, or Manual Osteopathic Therapy, or both.
3. A Canadian Social Insurance Number Certificate or Card cannot be used to establish identity. In conjunction with another form of identification described above under #1 which includes a photographic image of the applicant, this identification can be used to establish eligibility to work.
4. A Health Card will not be accepted as it does not provide proof of your status in Canada nor does it verify that you are authorized under the Immigration and Refugee Protection Act (Canada) to engage in the practise of the profession of Massage Therapy, or Manual Osteopathic Therapy, or both.
5. Membership in the Association does not guarantee a member's ability to work as a massage therapist or a manual osteopathic therapist or both if the member is not a Canadian Citizen or a Permanent Resident of Canada. In such cases members must



hold valid required documents authorized under the Immigration and Refugee Protection which allow them to work or study and must provide copies of these documents to the Association to obtain and maintain membership.

Original Date of Policy Adoption: March 7, 2022

Date of Last Policy Revision: June 20, 2022



Annual Budget Approval Policy

Purpose:

- To establish policy surrounding the approval of an annual budget by the Board of Directors

Policy:

1. Administration, in consultation with the Board of Directors, and considering the strategic plan approved by the Board of Directors, shall prepare a proposed budget for the operations of the association no later than September 15 of each calendar year.
2. The Board of Directors shall, by motion, approve a budget for the upcoming year no later than September 30 of each calendar year.
3. Once approved, the budget will be circulated by e-mail to the last known email address of each member of the association by administration.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



Annual General Meeting/Special Meeting Rules of Order Policy

Purpose:

- To supply rules of order to conduct an efficient, effective, and orderly Annual General Meeting or Special Meeting of the Membership, while abiding by the Bylaws of the Association.

Policy:

1. Annual Meeting rules and procedures shall follow any relevant legislation, by-laws, or policy applicable to the CMMOTA.
2. Annual Meetings are open to all Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist members of the association in accordance with CMMOTA Bylaw 3.4.1.. It is closed to all others unless they are invited by motion of the Board of Directors in accordance with CMMOTA Bylaw 3.4.2..
3. Quorum must be reached for a meeting to undertake any business or proceed to hear or consider proposals (motions) or resolutions. Quorum for a Special Meeting is set at 15 members who are in good standing in accordance with CMMOTA Bylaw 5.2.2.4.. Quorum for an Annual General Meeting is set at 15 members who are in good standing in accordance with CMMOTA Bylaw 5.5.1..
4. Only Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist members are entitled to attend, make motions, speak in debate, and vote at Annual Meetings or Special Meetings of the Association. Other members, or invited guests, who have been invited to attend an Annual Meeting by motion of the Board of Directors shall not be entitled to make motions, to speak in debate, or to vote on any matter presented.
5. Members must identify themselves by name and CMMOTA Member number for motion making or debate.
6. Where Resolutions, Minutes, Agenda, Rules of Order, Financial Statements, or other documents have been provided to members in writing 21 days prior to an Annual General Meeting of the Association, or a Special Meeting of the Association, those records will not be read into the meeting unless a motion is duly made and carried that reading shall occur.
7. In accordance with CMMOTA Bylaw 5.1.1. and 5.1.3., Special Resolutions which are required when Changing the Objects (CMMOTA Bylaw 5.1.3.1.), Amendment of the Bylaws (CMMOTA Bylaw 5.1.3.2.), Providing security for liabilities or debts (CMMOTA Bylaw 5.1.3.3.), Borrowing or securing the payment of funds (CMMOTA Bylaw 5.1.3.4.), Issuing Debentures (CMMOTA Bylaw 5.1.3.5.), Surrendering the Certificate of Incorporation (CMMOTA Bylaw 5.1.3.6.), or Wind-up of dissolution (CMMOTA Bylaw 5.1.3.7.), must be provided to the membership 21 days prior to the meeting in which they are to be addressed. As such special resolutions may not be amended without proper notice (defined as 21 days), and the motion must be brought to question as presented to the membership in the notice of Special Resolution or be



deferred to allow time for proper notice to take place. No amending motions which would pertain to items described in CMMOTA Bylaws 5.1.3.1. to 5.1.3.7. may be accepted from the floor.

8. A member wishing to speak on any matter at a meeting must wait to be recognized by the Chair or presiding officer.
9. On each motion a member is entitled to speak twice, and for no longer than three (3) minutes. The motion maker may speak first, before any other member, if the motion maker wishes.
10. Debate must be relevant and related to a pending motion. Voting at an Annual Meeting shall be by a show of hands, or by secret ballot, or as otherwise permitted by law.
11. All votes called at the meeting shall be determined by a simple majority of those members present, and voting, unless a greater vote percentage is required by legislation or the by-laws.
12. Members are responsible for their own internet connectivity and every aspect concerning electronic connection. No action taken, or vote result, is invalid on the grounds that a member's connectivity failed.
13. Members must observe decorum and avoid personal attacks and disorderly or discourteous behaviors.
14. An Annual Meeting will begin at the Call of the Annual Meeting to Order and end as determined on completion of the Agenda.
15. *Robert's Rules of Order, Newly Revised* (most recent edition – RONR) shall be a source of reference and guide concerning procedural matters at CMMOTA Annual General Meetings or Special Meetings.

Original Date of Policy Adoption: November 23, 2020

Date of Last Policy Revision: September 12, 2022



Annual General Meeting Elections Policy

Purpose:

- To establish policy and procedure surrounding the election of Board of Director Positions at a General Meeting in Accordance with CMMOTA Bylaw's 4.12.1., and 5.4..

Policy:

1. The election of the Board of Directors shall be conducted during the Annual General Meeting.
2. The election of the Board of Directors shall be conducted by the Executive Director, or a person designated by the Executive Director.
3. Ballots, whether electronic or paper, shall include all positions which have more than one nominee, and shall have the eligible nominees' names for each position listed in alphabetical order.
4. If there is only one suitable nominee for the position, that nominee shall be declared elected by acclamation.
5. If no suitable nominee for a position has been nominated, then in accordance with CMMOTA Bylaw 4.12.2., the Board of Directors may, with mutual agreement between the Board and the appointee, appoint a member to serve in that position on an interim basis until the next AGM or a Special Meeting called to elect a nominee for the position, provided that the appointee meets the requirements set out in CMMOTA Bylaw Sections 4.3. and 4.4..
6. The eligible nominee for each position with the most votes cast for them shall be declared elected.

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: March 5, 2024



Annual General Meeting Policy

Purpose:

- To provide policy surrounding CMMOTA Bylaw 5.3.1..

Policy:

1. The Annual General Meeting of the Canadian Massage and Manual Osteopathic Therapists Association shall be held no later than July 31st of each year.
 - a. The only exception to this requirement is if the requirement under Alberta law is suspended for any reason as determined by either the Provincial or Federal government bodies.
2. The Annual General Meeting may be held either in person, or by virtual conferencing, or a combination of both.
3. The meeting must be hosted within the Province of Alberta.
4. At a minimum, the following items must be presented at an Annual General Meeting, in keeping with the requirements laid out in section 25 of the *Societies Act* of the province of Alberta, and with the requirements laid out in CMMOTA Bylaw 5.3.3.:
 - a. Agenda; and
 - b. Audited Financial Statement from the prior Fiscal Year; and
 - c. List of nominees for the Directors and positions on the Board, including their biographical information and resumes; and
 - i. Guidelines for the nomination process are laid out in *Board of Directors Nominations Policy*
 - d. Minutes from the previous year's Annual General Meeting and any Special Meetings of the Membership since the previous Annual General Meeting; and
 - e. Notice of any Special Resolutions; and
 - f. Any other documents that may be relevant to the conduct of the Annual General Meeting.
5. Quorum may be obtained through in person or virtual attendance.

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: September 13, 2023



Board of Directors Nomination(s) Policy

Purpose:

- To set the parameters for the call for nomination(s) for open Board of Directors positions as described in CMMOTA Bylaw 4.3., 4.4., 4.12.1., 5.3.2., 5.4..

Policy:

1. Members shall receive a notice for nomination(s) via electronic mail which shall include:
 - a. a list of positions on the Board of Directors which are open for nomination, together with the length of the term, and with an attached nomination form and a copy of this policy and procedure.
2. The Notice of Nomination(s) shall be sent to the last known electronic mail address of each Member in good standing 60 days prior to the date of the Annual General Meeting.
3. Any Member may submit a completed nomination form, on behalf of themselves, or another Member to Administration not later than 11:59 PM Mountain Time 30 days prior to the annual general meeting, by electronic mail to the office of CMMOTA. The address for submission of nominations shall be included with the Notice of Nomination(s).
4. Any Member may nominate more than one person for any one position open for nomination.
5. A Member may nominate themselves.
6. In order to be considered a valid nomination, Administration will verify with both the nominee, and the nominator(s) that they have given their permission to be included on the form, and are willing to either put forward the name, or to let their name stand for a position.
7. In order to be nominated for a Board of Directors position, a Member must meet the criteria set out in CMMOTA Bylaw 4.4. which reads:

"4.4 Eligibility to Act as a Director

4.1.1. In order to be nominated, elected and act as a Director of the Association, the member must meet the following eligibility requirements:

- 4.1.1.1. Hold a Registered Massage Therapist, Full Massage Therapist, Spa Therapist, Manual Osteopathic Therapist, or Member Emeritus Membership that is in good standing; and
- 4.1.1.2. Will not result in the member holding more than one position on the Board; and
- 4.1.1.3. Has not been convicted of an indictable offence pursuant to the *Criminal Code* (Canada) and is not presently charged with a sexual offence; and
- 4.1.1.4. Is not a party to a consumer proposal or in bankruptcy pursuant to the *Bankruptcy Act* (Canada); and
- 4.1.1.5. Will not conflict with the Election Cycle specified in Article 5.4.

4.1.2. In order to be nominated, and elected as President of the Association, the member must meet the additional following requirement:



- 4.1.2.1. Must have served a minimum of 1 year as a member of the CMMOTA Board of Directors; or
 - 4.1.2.2. Must have prior board experience and has been a member of the Association in good standing for not less than 3 years; or
 - 4.1.2.2. Has been a member of the Association in good standing for not less than 5 years.
8. Regarding CMMOTA Bylaw 4.4.1.5. – this means that the length of term described in CMMOTA Bylaw 5.4. will not cause the Member to exceed the maximum of 6 consecutive years on the Board of Directors outline in CMMOTA Bylaw 4.3.2.
 9. The Nomination form is attached to the Canadian Massage & Manual Osteopathic Therapists Association Policy and Procedure Handbook as Appendix 1.
 10. Not less than 22 days before the Annual General Meeting, the Board of Directors shall by motion approve a list of nominees who have successfully submitted their nomination papers within the nomination period, who have verified their willingness to serve if elected, and who have met the criteria set out in CMMOTA Bylaw 4.4. which are applicable to the position for which they were nominated.

Original Date of Policy Adoption: February 11, 2020

Date of Last Policy Revision: March 5, 2024



Board of Directors Remuneration and Expense Reimbursement Policy

Policy Statement:

- Directors shall receive remuneration and reimbursement for appropriate expenses while undertaking their roles as elected/appointed representatives for the Canadian Massage and Manual Osteopathic Therapists Association in accordance with CMMOTA Bylaw 4.6.1.

Purpose:

- To establish policy surrounding repayment of allowable expenses, basic annual honorarium rates, and per diem compensation for the Board of Directors in recognition of the time contributions made in attending meetings, functions, and for required travel, and to ensure that remuneration to Directors is fair, equitable, and consistent. This compensation is in addition to the 6 Continuing Education credits granted to Board Members for each year or portion of a year of service.

Policy:

1. Remuneration of Directors must be justifiable to both the Board of Directors, and the membership of the Association.
2. Directors shall be accountable to the Board of Directors and the membership of the Association for the expenses they incur.
3. Expenses incurred by a Director in the fulfillment of their duties as a Director which are contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* may be reimbursed upon submission to the Executive Director.
4. Expenses incurred by a Director in the fulfillment of their duties as a Director which are not contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, but fall within a budgeted expense must:
 - a. For Board Expenses, be approved by the Board.
 - b. For any other expense, be approved by the Executive Director.
5. Expenses which are not contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, and do not fall within a budgeted expense must receive approval from the Board prior to the expenditure being made.
6. Expenses claimed must be submitted within 60 days from date incurred.
7. Expenses shall be reimbursed in accordance with the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* which was in place at the time the expense occurred.
8. The Board of Directors shall on an annual basis, prior to the Annual General Meeting, set the rates of remuneration as described in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*. These rates shall come into effect on the first day following the Annual General Meeting. The purpose in doing this is to avoid a conflict of interest, as the Board is setting the rates for the next Board, rather than for themselves.
9. Mileage rates as described in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* shall reflect the reasonable per kilometer



- allowance set by the Canada Revenue Agency and will be adjusted in accordance with any rate changes set forth under that Canada Revenue Agency guidance.
- a. Where possible Directors should ride share. Where ride share is available, but not participated in, the expense cannot be claimed.
10. A Director shall be entitled to receive per diem compensation, as outlined in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, for the following:
- a. Attendance at Board Meetings
 - i. These include regular meetings, special meetings of the board, board orientation, board retreat, and strategic planning meetings.
 - b. Attendance at the Annual General Meeting
 - c. Attendance at a Special Meeting
 - d. Attendance at External Committee Meetings, when appointed by the Board of Directors
 - e. Attendance at Internal Committee Meetings, when appointed by the Board of Directors
 - f. Attendance at an Association function when formally representing the Board of Directors when approved by motion of the Board of Directors before the function occurs.
 - g. Attendance at a function when formally representing the Board of Directors and/or the Association when approved by motion of the Board of Directors before the function occurs.
 - h. For Travel when:
 - i. Travel to and from a meeting/function exceeds a cumulative of 20 kms and travel is undertaken the same day as the meeting; or
 - ii. Travel to and from a meeting/function exceeds a cumulative of 350 kms and travel is undertaken before or after the date of the meeting.
11. Total per diem claims shall not exceed one and one half per diems per day.
12. Time calculated for per diem shall include travel time to and from the meeting/function. If travel does not take place on the day of the meeting/function, then it shall be calculated under the regular per diem rate as described in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*.
13. Per diem claims must be submitted within 60 days of the meeting/function.
14. A Director shall not be entitled to receive per diem compensation for:
- a. Attendance at a meeting which lasts less than 2 hours including travel time.
 - b. Meeting preparation, including reading of meeting packages
 - c. Completion of Action Items
 - d. Completion of duties specific to an executive position (president, vice-president, secretary, treasurer)
15. In recognition of additional workloads which director and executive positions require, a basic annual rate shall be paid annually in June, as outlined in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* provided that:
- a. The Director has attended all meetings of the Board over the course of the year (herein defined as Annual General Meeting to Annual General Meeting) not withstanding excused absences; and



- b. The Director has completed a full year of service (herein defined as date of election or appointment to Annual General Meeting) to the Association; and
 - c. In the opinion of the Board, has fulfilled all their specific duties required by their position as described in the *Board of Directors Responsibilities Policy*
 - i. The opinion of the Board is provided by private confidential evaluation as outlined in *Appendix 37: Annual Board Evaluation* and is submitted by each Director to the Executive Director.
 - ii. When submitting *Appendix 37: Annual Board Evaluation* to the Executive Director, the Director shall also include an evaluation of their own performance.
 - iii. In order for a Director to be eligible to receive the basic annual rate, they must receive a minimum of 66% approval from their fellow Directors on the submitted *Appendix 37: Annual Board Evaluation*.
16. Directors who resign prior to a year of completed service to the Association are not eligible to receive the basic annual rate.

Directors Procedure:

1. Per Diem claims shall be submitted on a monthly basis by a Director to the Executive Director.
2. Expense claims shall be submitted on a monthly basis by a Director to the Executive Director.
3. Directors shall in May of each year complete an *Appendix 37: Annual Board Evaluation* and submit it to the Executive Director.

Administration Procedure:

1. Per Diems once submitted shall be paid within 30 days.
2. Annual Basic Rate remuneration shall be paid in the month of June each year, provided that the Director has met the requirements outlined in Policy 15 & 16.
3. Expenses which are considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, shall be paid within 30 days.
4. Expenses which are not considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, but do fall within budgeted expenses, once approved shall be paid within 30 days.
5. Expenses which are not considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, and do not fall within the Associations budgeted expenses shall be forwarded to the next Board of Directors meeting for consideration.

Board of Directors Procedure

1. The Board of Directors shall on an annual basis review the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* prior to the Annual General meeting, and shall by motion of the Board approve a *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* which shall come into force on the day following the Annual General Meeting.
2. Where an expected expense is not considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, and the expense is



also not considered within the budget of the Association, the expense will be presented for approval at the next scheduled Board Meeting and before the expense is made.

Original Date of Policy Adoption: May 8, 2023

Date of Last Policy Revision:



Board of Directors Responsibilities Policy

Purpose:

- To provide clarity on the Powers, Duties, Responsibilities of Directors in regard to CMMOTA Bylaw Articles 4.2., 4.5., 7.1., and 7.5. and to provide expectations related to the fulfillment of the role of each Director, and more specifically to the role of each executive position on the Board (President, Vice President, Secretary, and Treasurer).

Policy:

1. In accordance with CMMOTA Bylaw Section 4.5., all Directors of the Board collectively have the following Powers and Duties:
 - a. Management of the day-to-day operations of the Association; and
 - b. Promotion and development of the Objects, Mandate and Vision of the Association; and
 - c. Promotion and development of the Membership of the Association; and
 - d. Development and implementation of policies, rules, and regulations for the operations of the Association; and
 - e. Maintain a Registry of members and oversee Membership requirements, including payment and collection of Membership fees; and
 - f. Prepare and file the Association's Annual filings and maintain the currency of the Association's information with the Alberta Corporate Registry; and
 - g. Coordinate and conduct an Annual General Meeting each calendar year; and
 - h. Acquire and take by purchase, donation or otherwise, all types of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve, and develop it, and may erect and maintain any necessary buildings or structures; and
 - i. Management, protection and development of the Association's assets and property; and
 - j. Entering into contracts or retaining 3rd parties to affect the business of the organization; and
 - k. Development and implementation of the annual budget for the Association; and
 - l. Ensuring the annual audit of the Association's financial records; and
 - m. Maintain the currency of all tax filings and remittances; and
 - n. Payment of expenses, costs and liabilities associated with the operations of the Association; and
 - o. Purchase, lease or otherwise acquire, alienate, sell, exchange or dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings or property, moveable or immovable, real or personal, or any right or interest owned by the Association, for such consideration and upon such terms and conditions as they deem advisable; and
 - p. Wind-up or dissolution of the Association, subject to CMMOTA Bylaw Article 7.7.; and
 - q. All such other acts and things as the Association is, by its constitution, authorized to do; and



- r. Delegation of its powers and duties to the Executive Director, as may be appropriate.
2. The Board of Directors may delegate, either by motion or by policy, any of its Powers and Duties contained in 1.a – 1.o. and 1.q. to the Executive Director.
3. In accordance with CMMOTA Bylaw Article 7.1 Directors shall have signing authority for all bank transactions.
4. In accordance with CMMOTA Bylaw Article 7.5 the Board shall have authority over the use of the Corporate Seal.
5. Regarding executive responsibilities listed below in policy #6, the intention is not necessarily that the individual do all these things, but rather that they ensure that their responsibilities are being fulfilled. Some of these tasks may be delegated to another Director or Administration through the Executive Director.
6. In accordance with CMMOTA Bylaw Article 4.2. members of the Executive have these additional responsibilities:
 - a. President
 - i. Manage and supervise the operations and affairs of the Association to ensure business is conducted in accordance with the best interests of the Association; and
 - ii. Call and Chair the Meetings of the Board and Membership; and
 - iii. Public spokesperson for the Association, unless otherwise delegated by the President; and
 - iv. With the Secretary, sign the Association's Resolutions and legal contracts; and
 - v. Act as an ex-officio member of all Standing Committees except the Appeals Committee, the Disciplinary Committee, and the Investigation Committee; and
 - vi. Such further and other duties as may be assigned by the Board from time-to-time.
 - b. Vice President
 - i. Assist with the management and supervision of the operations and affairs of the Association; and
 - ii. In the absence of the President, call and Chair the Meetings of the Board and Membership, or delegate a Director to do so; and
 - iii. In the absence of the President, act as public spokesperson for the Association, unless otherwise delegated by the President; and
 - iv. Act as Interim President pending an election in the event of the resignation, incapacity, or termination of the President; and
 - v. In the event of the absence of the Secretary, record the Minutes of the Meetings, or delegate a Director to do so; and
 - vi. Such further and other duties as may be assigned by the Board from time-to-time.
 - c. Secretary
 - i. Distribution of relevant materials prior to the Meetings; and
 - ii. Accurately record and maintain the Minutes of all Meetings; and
 - iii. With the President, sign the Association's Resolutions and legal contracts; and



- iv. Such further and other duties as may be assigned by the Board from time-to-time.
 - d. Treasurer
 - i. Keep a detailed account of revenues and expenditures of the Association in proper books of account; and
 - ii. Review and provide recommendations regarding the Association's monthly financial records and reconciliation; and
 - iii. Review and provide recommendations regarding the year end Audit of the financial transactions of the Association during each fiscal year; and
 - iv. Present Audited Financial Statements detailing the financial position of the Association to the Membership at the Annual General Meeting; and
 - v. Such further and other duties as may be assigned by the Board from time-to-time.
- 7. All Directors, regardless of Executive Position, shall have the following expectations:
 - a. To attend all meetings of the Board of Directors.
 - b. To attend the annual Board Orientation session.
 - c. To attend the annual Board Retreat and Strategic Planning Session.
 - d. To attend any Board Development Workshops arranged by the Association.
 - e. To attend all functions as authorized by the Board.
 - f. To attend meetings of internal or external committees or external organizations when appointed to such committees or organizations by the Board.
 - g. To read and familiarize themselves with established CMMOTA Bylaws.
 - h. To read and familiarize themselves with established CMMOTA Policy.
 - i. To read and familiarize themselves with contents of Meeting Packages in preparation for Board Meetings.
 - j. To monitor the Association's assigned email address, and to respond to email within 2 business days.
 - k. To complete Action Items assigned during Board Meetings.
 - l. To disclose any potential conflicts of interest during a Board Meeting as soon as they become aware of a potential conflict of interest.
 - m. To avoid contract voting. This is decision making prior to a full discussion being had at board level. This happens when a few Directors discuss an issue and agree on a way to vote prior to having a full discussion at a meeting.
 - n. To maintain healthy board dynamics. Professionalism, open communication, respectful, anti-bullying, anti-gossip, anti-harassment, supportive, honoring and kindness are traits of a healthy board. An environment that fosters growth for the individual and the group is what CMMOTA strives for in its board.
 - o. To ensure that during meetings all directors share their input freely and authentically in a safe and nurturing environment.
 - p. To ensure that all motions and votes are provided without intimidation.
 - q. To always act in the best interest of the Association and its members.

Original Date of Policy Adoption: May 8, 2023



Date of Last Policy Revision:



Campaign for Board of Directors Positions Policy

Purpose:

- To provide rules surrounding campaigning by nominees during the campaign period leading up to the election for Board Positions at the Annual General Meeting.

Policy:

1. The campaign period shall run from the publication of accepted nominees, which occurs not less than 21 days prior to the AGM, until the start of the AGM. Outside of this period no campaigning for a Board position is to take place.
2. The CMMOTA Administration shall, in accordance with CMMOTA's *Annual General Meeting – Pre-meeting Requirements – Administration* document, publish the following information free of charge to the membership on behalf of the accepted nominees:
 - a. A list of the accepted nominees for each position in alphabetical order; and
 - b. A copy of each nominee's biographical information from their nomination form.
3. All funds used for campaigning must come from the nominee. Each nominee may spend no more than \$1500 on their campaign. Campaign costs include:
 - a. Promotional Items (such as pens, flags, or buttons)
 - b. Signage
 - c. Communication Costs
 - d. Any other related cost.
4. Fundraising for campaigns is not allowed.
5. Each nominee will be provided with an opportunity to speak for up to 3 minutes at the AGM immediately prior to the election for their position. The order for speaking will be determined by draw before the start of the AGM. If the nominee is unable to attend the meeting in person or if they so choose, they may provide a video, no longer than 3 minutes in length to be played in place of an in-person speech.
6. Negative style campaigning shall not be permitted, and may result in disciplinary action against the member, including removal of their name from the ballot, at the discretion of the Board of Directors.
7. Each nominee may provide two posts per week to the CMMOTA Members Only Page on Facebook. All posts will be vetted for approval by Administration. Any posts which violate the rules stated on the CMMOTA Members Only Page will not be published.

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: June 20, 2022



Cannabis, CBD Oil, and other Cannabis Products Policy

Purpose:

- To provide further clarity surrounding the use/sale of Cannabis, CBD Oil, and other Cannabis based Products within the practice of massage therapy or manual osteopathic therapy and to provide clear guidelines for providing therapy to someone who is under the influence of this drug. Originally drafted and adopted as a position statement following the [Cannabis Act](#) and associated regulations coming into force on October 17, 2018, we are now adapting that position statement into a policy package for members. The *Cannabis Act* expanded on the original *Access to Cannabis for Medical Purposes Regulations* and legalized the use of cannabis for adults who are 18 years of age or older. The association has received many questions surrounding how the legalization of cannabis impacts Massage & Manual Osteopathic Therapy practice therefore the Association is providing the following policies as guidelines for members.

Policy:

1. To provide informed consent, the client must be capable of providing consent. If a client seeks a massage or osteopathic therapy treatment while exhibiting signs of recently having consumed cannabis, or if a client discloses the recent use of cannabis (within the previous 24-hour period), whether recreational or medical, the members must determine whether the client is capable of providing informed consent for therapeutic services. If the client is unable to consent to treatment due to impairment by drugs (legal or otherwise), including cannabis, or it is unclear whether the client can consent to treatment, then the CMMOTA member is advised not to proceed with treatment.
2. It is not within the scope of practice for massage or osteopathic therapy to provide information or advice about how cannabis may affect a person's health. CMMOTA members are advised to direct clients with these types of questions to a physician.
3. Members may not practice massage or osteopathic therapy while impaired. In the context of cannabis use, this applies regardless of whether a member is using cannabis for prescribed or recreational purposes. The use of any drug or substance, whether prescribed or recreational, has the potential to compromise the ability to provide safe and effective care to clients. If the substance affects communication, professional judgment, or decision-making skills, then members must refrain from practicing massage or osteopathic therapy while taking the drug or substance or while feeling its effects.
4. Members may not apply or administer cannabis oil, or oil/lotion or other lubricant which contains cannabidiol (CBD) or tetrahydrocannabinol (THC), regardless of the source of these compounds, while providing massage therapy treatment or manual osteopathic therapy treatment.
5. Members may not recommend any products that contain any amounts of CBD or THC, regardless of the source of these compounds, to any client as part of clinical practice.
6. Members may not sell any products that contain any amounts of CBD or THC, regardless of the source of these compounds, in a clinical environment unless the member is an approved distributor as described in the *Cannabis Act*.



7. Members are not to provide advise about the usage of Cannabis, or CBD oils to their clients. Members are advised to direct clients with questions surrounding the use of these products to the client's primary physician.
8. Members are not to provide referrals to a provider of Cannabis, CBD Oils, or THC Oils to their clients. Members are advised to direct clients looking for a provider to the client's primary physician.

Original Date of Policy Adoption: November 26, 2021

Date of Last Policy Revision:



Client Records, Charting, and Treatment Notes Policy

Please note that this policy does not apply to massage therapist members who are part of a regulatory College of Massage Therapy in the jurisdiction in which they practice, as standards for patient records, charting and treatment notes are governed by the respective Colleges for their members/registrants in their jurisdictions.

Purpose:

- To provide Massage Therapist and Manual Osteopathic Therapist members with clarification of CMMOTA's expectations for members regarding Client Records, Charting and Treatment Notes as required in accordance with CMMOTA Standards of Practice and Scope of Practice documents.

Definitions:

- Client – any person who receives treatment in the form of massage or manual osteopathic therapy from a member, regardless of whether the treatment was paid or gratis.
- Dual Professional – a therapist who holds more than one professional designation, including but not limited to massage therapist and manual osteopathic therapist (examples Massage Therapist, Acupuncturist and Chiropractor, Massage Therapist and Manual Osteopathic Therapist, Manual Osteopathic Therapist and Acupuncturist, Massage Therapist, Nurse Practitioner and Dental Hygienist).

Policy:

1. Members are required to establish and maintain a client record for each client they treat, regardless of whether the treatment provided was paid or gratis.
2. Client Records, Charting and Treatment Notes must contain the following:
 - a. A Client intake form including the following items (see *Appendix 31 Client Intake Sample Forms* for examples):
 - i. Name and contact information for the client; and
 - ii. Health History including known medical conditions or diseases, past injuries, past surgeries, medications and/or supplements, etc.; and
 - iii. Terms of Treatment; and
 - iv. Consent for Treatment.
 - b. Copies of written consent for treatment of sensitive areas in accordance with CMMOTA's *Treatment of Sensitive Areas Policy*.
 - c. Updates to client's health history information. Documented complete review of client's health information on an annual basis (minimum requirement).
 - d. Consent forms for third party billing, if necessary, and up to date as required by third party payer.
 - e. Copies of third-party billing receipts as required by third party payer.
 - f. Treatment Notes including the following information for each treatment given (see *Appendix 32 Treatment Notes Sample Forms* for examples):
 - i. Date and time of treatment; and
 - ii. Duration of treatment; and
 - iii. Purpose of treatment; and



- iv. Notes on treatment (health history updates, intervention taken by the therapist, techniques/recommendations applied or offered); and
 - v. Any other relevant information to the Massage Therapy session.
 - g. Key for abbreviations used in notes whether common or not. Samples of abbreviations can be found in *Appendix 40 – SOAP Notes Abbreviation Sample*.
3. All items within a client’s record must have:
 - a. Date of the Record; and
 - b. Client name; and
 - c. Therapist’s name; and
 - d. Name of therapist supervisor, if applicable.
 4. Treatment notes must be completed within 24 hours of treatment.
 5. The assembly of Client Records, Charting, and Treatment Notes are the responsibility of the therapist.
 6. For those who are Dual Professionals, treatment notes must be separated by professional treatment provided, keeping in mind that all things practiced within a treatment session must fall within the scope of practice of the professional treatment being provided to the client/patient.
 7. Client Records, Charting and Treatment Notes are the property of the therapist, unless specifically stated in either an employment agreement, or a contractor agreement, or a sub-contractor agreement with a third party.
 8. The maintenance of Client Records, Charting, and Treatment Notes are the responsibility of the therapist, unless specifically stated in either an employment agreement, or a contractor agreement, or a sub-contractor agreement with a third party.
 9. All Client Records, Charting, and Treatment Notes are considered as confidential information, and may only be released or shared with the expressed written consent of the client, or by an order of a court. This includes release to lawyers, doctors, chiropractors, other health care providers (including health care providers in the same clinic), health care insurance companies, etc.
 - a. A sample of a written consent form is contained in *Appendix 18: Consent for Release of Client Records*.
 10. A fee may not be charged for release of Client Records, Charting or Treatment Notes when provided to a health care insurance company.
 11. A fee may be charged at the discretion of the therapist, for release of Client Records, Charting, or Treatment Notes to any other third party, provided that the therapist has the clients expressed written consent, or has been ordered by a court to produce the documents.
 12. All information shared in a treatment session is to be considered as confidential information. This is known as confidentiality of conversation. This information may be included in Charting and/or Treatment Notes.
 13. All Client Records, Charting, and Treatment Notes are to be maintained as follows (this includes all forms of record including digital):
 - a. In a non-regulated province, or in a regulated province where the therapist is not part of a regulatory college - for a period of not less than 10 years from the last date of treatment when the client is of the age of majority.



- b. In a non-regulated province or in a regulated province where the therapist is not part of a regulatory college – for a period of not less than 10 years from the date that a minor client would have reached the age of majority.
14. Client Records, Charting, and Treatment Notes are to be maintained for the above time frames, even if those time frames extend past the life of the therapist or the life of the client.
15. Client Records, Charting, and Treatment Notes are to be maintained in a form that is considered to be secure and accessible.
16. Client Records, Charting, and Treatment Notes recorded in digital form are not to be stored on servers which are located outside of Canada.
17. Client Records, Charting, and Treatment Notes recorded via paper method are to be kept in a secure location (i.e., under lock when not in use).
18. If a client is a minor, that person's parent or guardian shall be responsible to sign any necessary documents either for treatment, consent, or for release of records.
19. If a client is a person for whom a substitute decision maker has been assigned, the assigned substitute decision maker shall be responsible to sign any necessary documents either for treatment, consent, or release of records.

Original Date of Policy Adoption: November 23, 2020

Date of Last Policy Revision: January 23, 2024



Continuing Education Credits Course Approvals Policy

Purpose:

- To establish guidelines for administration to use when reviewing submitted continuing education courses for credit under the CMMOTA CEC Program.

Policy:

1. Administration shall ensure that prior to completing an evaluation of a course, that all materials needed for course evaluation are present. These materials include:
 - a. Completed Appendix 22 or Appendix 23.
 - b. Fees Paid in Full (if applicable).
 - c. Proof of National Certification Board for Therapeutic Massage and Body Work as an Approved Provider for Continuing Education (US Designation) if applicable.
 - d. Course Developers Proof of Certification(s) related to field of study.
 - e. Course Developer Biography / Resume that clearly outlines expertise and education to adequately teach this course, along with any certifications that support the training obtained to be teaching this course.
 - f. Contraindications & Safeties.
 - g. Hourly outline of course length, including lunch and breaks for all days.
 - h. Detailed description of course, including what the participants are taught, what they will learn, clinical skills after completion, any additional skills learned throughout the course, and method of learner evaluation.
 - i. Sample copy of the Certificate of Completion.
2. Administration shall determine which class of Continuing Education Credits a course shall fall into from the following list:
 - a. Professional Skills – a course that provides training in a modality listed in Sections 3 or 4 of *Appendix 19 Modalities List for Massage Therapists* or Sections 2 and 3 of *Appendix 34 Modalities List for Manual Osteopathic Therapists* for the professional designation, or involves either business skills development (marketing, bookkeeping, etc.), communication skill development, healthcare skills and protocols, assessment and interview skills, refresher courses (in anatomy, physiology, documentation, etc.), clinical procedures or protocols (example concussion protocols, or trauma protocols), client care, or self care.
 - b. Complementary Training – a course that is out of scope of practice for the professional designation but is complementary to the business of the professional designation (example: Acupuncture, Yoga Teaching, Esthetics, please see Complementary Modalities under Appendix 19 or 34).
 - c. Personal Interest - a course that falls outside of Professional Skills or Complementary Training
3. Course Developer Requirements
 - a. For Professional Skills courses which include a technique that is within the scope of practice for the professional designation of the member, or are a “refresher” type course, administration shall evaluate the course developer based on the provided information to determine if they meet minimum



requirements to provide training in regard to the course offering. In order to be considered to have met the minimum requirements the course developer must:

- i. Fulfill two of the following requirements:
 1. Three (3) years of Professional Practice related to the specific field of study (modality)
 2. Educational Certification with a minimum of two (2) CMMOTA approved completed courses related to the specific field of study (modality)
 3. Have two (2) letters of support from reputable Colleagues (aka Peer Review).
 - ii. Or fulfill one (1) of the following requirements:
 1. Eight (8) years of Professional Practice related to the specific field of study (modality); or
 2. Educational Certification with a minimum of three (3) CMMOTA approved completed courses related to the specific field of study (modality), one (1) of which includes some sort of training to be a workshop facilitator; or
 3. Has been certified by the National Certification Board for Therapeutic Massage and Body Work as an Approved Provider for Continuing Education (US Designation) or similar body pertaining to the field of study.
- b. For Professional Skills courses which are not modality in nature for the professional designation of the member but do fall within the other descriptors under professional skills, administration shall evaluate the course developer based on the provided information to determine if they meet minimum requirements to provide training in regard to the course offering. In order to be considered to have met the minimum requirements the course developer must:
- i. Fulfill any two (2) of the following requirements:
 1. Three (3) years of experience related to the specific field of study.
 2. Educational Certification with a minimum of two (2) completed courses related to the specific field of study.
 3. Have two (2) letters of support from reputable Colleagues (aka Peer Review).
 - ii. Or fulfill any one (1) of the following requirements:
 1. Recognized within the field of study as an expert.
 2. Educational Certification with a minimum of three (3) completed courses related to the specific field of study, one (1) of which includes some sort of training to be a workshop/training facilitator.
 3. Has been certified by the National Certification Board for Therapeutic Massage and Body Work as an Approved Provider for Continuing Education (US Designation).



- c. For Complementary Training courses administration shall evaluate the course presenter based on the provided information to determine if they meet minimum requirements to provide training in regard to the course offering. In order to be considered to have met the minimum requirements the course developer must:
 - i. Fulfill both of the following requirements:
 - 1. Three (3) years of Professional Practice related to the specific field of study.
 - 2. Educational Certification with a minimum of two (2) completed courses related to the specific field of study.
 - ii. Or fulfill one (1) of the following requirements:
 - 1. Recognized within the field of study as an expert.
 - 2. Educational Certification with a minimum of three (3) completed courses related to the specific field of study, one (1) of which includes some sort of training to be a workshop/training facilitator.
 - 3. Has been certified by the National Certification Board for Therapeutic Massage and Body Work as an Approved Provider for Continuing Education (US Designation) or a similar body pertaining to the field of study.
 - d. For Personal Interest Training courses, administration shall not evaluate the course presenter.
4. Course Content
- a. For Professional Skills courses which provide training in a technique that falls within the scope of practice for the profession, or a “refresher” type course, administration shall examine the course content provided to establish, to the best of their ability, whether it meets the following criteria for approval. In order to be approved the course must:
 - i. Provide a list of contraindications (if any) and safeties to delivery of the technique.
 - ii. Have course content that provides sound training in the modality being presented (to the best knowledge of the evaluator)
 - iii. Presentation of the technique and methodology in the course must fall within scope of practice for the profession.
 - iv. Have material presented with proper references and without known copyright infringement.
 - b. For Professional Skills courses which are not modality in nature for the professional designation of the member but do fall within the other descriptors under professional skills administration shall examine the course content provided to establish, to the best of their ability, whether it meets the following criteria for approval. In order to be approved the course must:
 - i. Have course content that provides sound training in the field of study being presented (to the best knowledge of the evaluator)
 - ii. Have material presented with proper references and without known copyright infringement.



- c. For Complementary Training courses, administration shall examine the course content provided to establish, to the best of their ability, whether it meets the following criteria for approval. In order to be approved the course must:
 - i. Have course content that provides sound training in the field of study being presented (to the best knowledge of the evaluator)
 - ii. Have material presented with proper references and without known copyright infringement.
 - d. For Personal Interest Training courses, administration shall not evaluate the course content.
 5. Administration, based on the classification of the course type (professional skills, complementary training, or personal interest training) shall determine the number of hours that shall be awarded for course completion as follows:
 - a. Professional Skills - 1 credit per hour will be awarded to a maximum of 24 credits per course.
 - b. Complementary Training - 1 credit per 4 hours to a max of 3 per course regardless of hours.
 - c. Personal Interest Training - 1 credit per course regardless of hours.
 6. Once a course evaluation process has been completed, the course cannot be resubmitted for re-evaluation for a 1-year period from the date of decision.
 7. Based on member feedback related to a specific course administration, at the discretion of the Executive Director, may require that a course already approved may have its approval revoked and/or may require that it be sent for re-evaluation prior to continued approval. In such a case the course developer shall be charged the appropriate fee in accordance with the CMMOTA Fee Schedule to have the course re-evaluated. If a course has its approval revoked, it shall not affect any prior approvals for CEC credits so long as the course was approved at the time it was taken.

Original Date of Policy Adoption: November 26, 2021

Date of Last Policy Revision: January 23, 2024



Delegation of Authority to the Executive Director Policy

Purpose:

- This policy sets out matters specifically reserved for determination by the Board of Directors and those matters delegated to the Executive Director. The functions exercised by the Board and those delegated to the Executive Director are subject to ongoing review to ensure that the decision of the delegation of functions remains appropriate.

Policy:

1. The following matters are specifically reserved for the Board:
 - a. Promotions and development of the Objects, Mandate and Vision of the Association including, but not limited to, decisions about organizational strategy and policies.
 - b. Setting the Board Agenda, in consultation with the Executive Director.
 - c. Approval of, or changes to, the annual budget.
 - d. All matters with the potential to have impact on the reputation of the association.
 - e. Matters involving financial transactions which are not included in the annual budget.
 - f. Matters involving financial transactions which exceed an amount included in the annual budget by more than \$5000.
 - g. Approval of contracts which are not included in the annual budget.
 - h. Approval of contracts which exceed an amount included in the annual budget by more than \$5000.
 - i. Conduct regular Board Meetings.
 - j. Conduct an Annual General Meeting each Calendar Year
 - k. Acquire and take by purchase, donation or otherwise, all types of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve, and develop it, and may erect and maintain any necessary buildings and structures.
 - l. Purchase, lease or otherwise acquire, alienate, sell, exchange, or dispose of shares, stocks, rights, warrants, options and other securities, land, buildings or property, moveable or immovable, real or personal, or any right or interest owned by the Association, for such consideration and upon such terms and conditions as they deem advisable.
2. The following matters are delegated to the Executive Director:
 - a. Management of day-to-day operations of the Association in accordance with all legal and regulatory requirements.
 - b. Promotion and development of the membership of the Association.
 - c. Implementation of policies, rules, and regulations for the operations of the Association in a manner that is prudent, equitable and consistent with commonly accepted business practices and professional ethics.
 - d. Maintaining a Registry of members and oversee membership requirements including the payment and collection of Membership fees.
 - e. Coordinate an Annual General Meeting each calendar year.



- f. Management, protection and development of the Associations assets and property.
 - g. Entering into contracts or retaining 3rd parties to affect the business of the organization.
 - h. Development and implementation of the annual budget for the Association.
 - i. Ensuring the annual audit of the Associations financial records.
 - j. Payment of expenses, costs and liabilities associated with the operations of the Association.
 - k. Co-Signing Authority for all Bank Transactions.
 - l. Authority over the use of the Corporate Seal.
 - m. Manage and supervise the operations and affairs of the Association to ensure business is conducted in accordance with the best interests of the Association.
 - n. Be the public spokesperson for the Association.
 - o. Signing Authority for the Associations Resolutions and other Legal Contracts.
 - p. Keep a detailed account of revenues and expenditures of the Association in proper books of account.
 - q. Review and provide recommendations regarding the Association's monthly financial records and reconciliation.
 - r. Review and provide recommendations regarding the year end Audit of the financial transactions of the Association during each fiscal year.
 - s. Distribution of relevant materials to the Board prior to the Meetings.
 - t. Maintain the approved minutes of all meetings.
3. The Executive Director may sub-delegate any matters delegated to them in this policy where appropriate, except Co-Signing Authority for Bank Transactions, or Signing Authority for Association Resolutions and other Legal Contracts.
 4. The Executive Director is to report to the Board at their regularly scheduled Board Meetings concerning the authority exercised. Executive Director reporting will include impact performance, financial performance, risk management, human resource issues and other items related to organizational operations.

Original Date of Policy Adoption May 8, 2023

Date of Last Policy Revision:



Digital Recording of Meetings Policy

Purpose:

- To establish guidelines for the recording, use and destruction of digital recordings of CMMOTA meetings, including, Annual General Meetings, Special Association Meetings, Board of Directors Meetings, Internal Committee Meetings, Disciplinary Hearing or Appeals Hearing.

Policy:

1. All recordings of any CMMOTA meeting are considered to be proprietary information.
2. Administration shall record, by digital means, the Annual General Meeting, or a Special Meeting of the Association. This recording shall serve the following purpose(s):
 - a. To provide an aid for the accurate recording of meeting minutes.
 - b. For information and/or educational purposes this recording may, in whole or in part, be made available for membership to watch through the member's only portion of the CMMOTA website, or through the Members Only Facebook page, or other secure Social Media outlet, at the discretion of the Executive Director, or by Motion of the Board of Directors.
3. Administration may record, by digital means, the Board of Directors meetings. This recording shall serve the following purpose(s):
 - a. To provide an aid for the accurate recording of meeting minutes, and Board of Directors notes.
 - b. These recordings shall be maintained in the Associations digital files, until such a time as the meeting minutes have been adopted by the Board of Directors, after which, all digital recordings of the meeting shall be destroyed.
 - c. These recordings shall not be available for anyone except the Executive Director, current members of the Board of Directors, or by specific motion passed by the Board of Directors.
4. Administration may record, by digital means, any Internal Committee Meetings. This recording shall serve the following purpose(s):
 - a. To provide an aid for the accurate recording of meeting minutes.
 - b. These recordings shall be maintained in the Associations digital files, until such a time as the meeting minutes have been adopted by the Committee, after which, all digital recordings of the meeting shall be destroyed.
 - c. These recordings shall not be available for anyone except the Executive Director, the staff member designated by the Executive Director as secretary for the committee, or current members of the committee.
5. Administration may record, by digital means, any Disciplinary Hearing, or Appeals Hearing. This recording shall serve the following purpose(s):
 - a. To provide an aid for the accurate recording of meeting minutes.
 - b. These recordings shall be maintained in the Associations digital files, until such a time as the hearing minutes have been adopted by the applicable committee, after which, all digital recordings of the meeting shall be destroyed.



- c. These recordings shall not be available for anyone except the Executive Director, the staff member designated by the Executive Director as secretary for the hearing, or current members of the applicable committee.
6. Administration may record Internal Committee or Board of Directors Training sessions. This recording shall serve the following purpose(s):
 - a. For accurate recording of training session notes.
 - b. For educational or training purposes at the discretion of CMMOTA Administration.
 - c. Shall be maintained until such a time as the information contained therein is no longer useful to the association at the discretion of CMMOTA Administration.

Original Date of Policy Adoption: January 18, 2021

Date of Last Policy Revision:



Disciplinary Measures Policy

Purpose:

- To provide guidance on the recommendation and implementation of disciplinary measures following the completion of the *Disciplinary Policy for Complaints*.

Policy:

1. Disciplinary measures may only be imposed on a member under the Authority of the Board of Directors.
2. Disciplinary measures may include any of the following:
 - a. Suspension of membership for a given period of time.
 - b. Cancellation of membership – lifetime ban, no chance of reinstatement.
 - c. Cancellation of membership – time period ban, with conditions for reinstatement.
 - d. Requirement for education – must be a course(s) that currently exists, a recommendation for course must be made, along with a requirement for minimum number of hours, and date for education to be completed by.
 - e. Future site visits to ensure compliance – to include number, and period of notice and time frame for completion.
 - f. Any other measure that the Board may determine.
3. Disciplinary measures may not include any of the following:
 - a. A monetary fine.
4. All disciplinary measures which require further action must include a maximum time frame for the actions to be completed by.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: May 9, 2022



Disciplinary Policy for Complaints

Purpose:

- To establish a policy and procedure to handle complaints received which involve a Member of the Canadian Massage and Manual Osteopathic Therapists Association in accordance with CMMOTA Bylaw 3.6.2..

Policy:

1. The Board of Directors shall appoint an Investigation Committee and a Disciplinary Committee and an Appeals Committee to deal with any Complaints from the Public regarding a Member of the Canadian Massage and Manual Osteopathic Therapists Association.
2. There shall be no statute of limitations on the ability to file a complaint, however, the Professional Conduct and Complaints Department may take the amount of time which has past since an incident occurred into account when making any decisions under the Authority granted to them in this policy document, or in their recommendation(s) to the Board of Directors for action.
3. No complaint will be investigated, nor discipline imposed if the Member in question has had their Membership either cancelled or has withdrawn their Membership.
4. Complaints made against a Member who has either cancelled or withdrawn their Membership shall be put into the cancelled Members file, with a note attached that the complaint was not investigated.
 - a. Should a former member seek membership reinstatement where a complaint had not completed the complaints process, then the outstanding complaint should be considered before allowing membership reinstatement. This may include re-opening the complaint and completing the complaint process.
5. Conduct Justifying a Complaint:
 - a. Any person may make a complaint against a Member regarding any conduct of a Member that:
 - i. Violates any provision in the Code of Ethics, Standards of Practice, Scope of Practice, CMMOTA Bylaws, or CMMOTA Policy and Procedure Handbook; or
 - ii. Is detrimental to the best interests of the public; or
 - iii. Harms or tends to harm the standing of the profession generally; or
 - iv. Displays a lack of knowledge, skill, or judgement in the practice of the profession.
6. Executive Director as Complainant
 - a. Despite not having received a complaint, where the Executive Director has reasonable grounds to believe that a Member has engaged in conduct that violates any provision in the Code of Ethics, Standards of Practice, Scope



of Practice, CMMOTA Bylaws, or CMMOTA Policy and Procedure Handbook; or is detrimental to the best interests of the public; or harms or tends to harm the standing of the profession generally; or displays a lack of knowledge, skill or judgement in the practice of the profession, then the Executive Director may make a complaint against the Member.

7. Resolution Procedure for Informal Complaint
 - a. Administration shall verify that the complaint involves a CMMOTA Member.
 - b. Administration shall forward verbal complaints to the head of the Professional Conduct and Complaints Department.
 - c. For reference purposes, Administration shall maintain a log of verbal complaints resolved informally.
 - d. If the issue or concern does not lend itself to informal resolution, or is not resolved to the satisfaction of the Complainant, the Complainant will be asked to formally submit the complaint in writing using the CMMOTA Complaint Form (see Appendix 6: CMMOTA Complaint Form)
8. Resolution Procedure for Formal Complaint
 - a. To initiate a formal complaint, the Administration shall mail to the Complainant:
 - i. A CMMOTA Complaint Form (see Appendix 6: CMMOTA Complaint Form); and,
 - ii. A written explanation of the options available for addressing the complaint and the implications of these options; and,
 - iii. A consent document which seeks authorization from the Complainant to proceed with investigation and adjudication of the complaint within 10 business days of the request by the Complainant (see Appendix 7: Complaints Consent Document).
 - iv. A consent document which authorizes the CMMOTA to examine and obtain copies of any confidential information and treatment records held by the member or the clinic that the complainant received treatment at (see Appendix 8 – Consent Form to Examine Confidential Information and Treatment Records).
 - b. Upon receiving a written complaint and a complaints consent document, the Administration shall:
 - i. Create a complaint Investigation file and assign a complaint Investigation number to the file; and,
 - ii. Send a letter to the last known email address of the Member who is subject to the complaint, advising them of the complaint and that their Membership may be suspended immediately should information received warrant such a suspension pending the outcome of the complaints review process; and,
 - iii. Send a copy of the complaint and any additional documents provided by the complainant to the Member who is subject to the complaint, with all contact information redacted; and



- iv. Request that the Member provide a written response to the complaint within 30 days of publication of the letter; and,
 - v. Advise the Member that their written explanation may be used in subsequent proceedings against them; and,
 - vi. Advise the Member of their rights in the Association.
 - c. The file shall be referred to the head of the Professional Conduct and Complaints Department.
 - d. If the complaint involves a member whose alleged actions include a matter that is before the criminal court(s) where formal charges have been filed against the member, then the member may be immediately suspended at the discretion of the head of the Professional Conduct and Complaints Department.
 - e. If the complaint involves a member whose alleged actions include a matter that is before the criminal court(s), then the complaints process shall be halted until the criminal court has made a ruling on the matter at hand, regardless of where the complaint is in the complaints review process. If the member is acquitted of the criminal charges brought against them or where the matter has been dismissed without conviction, then that portion of a written complaint shall also be dismissed, and any suspension related to the alleged actions shall be lifted. If the member is convicted of a criminal offense brought against them that was part of a written complaint, then that member shall immediately have their membership cancelled with no chance of reinstatement.
 - i. When such a matter includes allegations of a sexual nature, if the complainant is acquitted of the criminal charges or where the matter has been dismissed without conviction, the Board of Directors may recommend that the member in question seek further education to avoid similar occurrence in continued practice. These shall be recommendations only, and not requirements for continued membership in good standing.
 - f. If the complaint involves a member who is part of the Board of Directors, or is part of a CMMOTA Committee, that member shall be suspended from service on the Board of Directors or committee pending the outcome of the disciplinary process.
 - g. Failure of a member to provide a written response within the 30-day time frame upon notification of the complaint will not prevent the matter from moving forward in the disciplinary process.
- 9. Investigation Procedures
 - a. The head of the Professional Conduct and Complaints Department may themselves conduct an investigation, or may authorize a minimum of two of the Investigation Committee Members to form a team, or alternatively may hire a private investigator to interview both the Complainant and the Member who is subject to the complaint. The head of the Professional



Conduct and Complaints Department, the Investigation Committee team or private investigator shall interview both parties, review all relevant records and may inspect the Member's workplace.

- b. With the Complainant's written consent (see Appendix 8: Consent Form to Examine Confidential Information and Treatment Records) the head of the Professional Conduct and Complaints Department, or the assigned Investigation Committee Members, or the hired private investigator, may examine any confidential information and/or treatment records related to the alleged offence, and may request a copy of said documents to be placed on record with the investigation file.
- c. The head of the Professional Conduct and Complaints Department, in coordination with other parties involved in the investigation of the complaint shall after investigating a complaint and considering the submissions of the Member and the Complainant, and considering or making reasonable efforts to consider all records and documents it considers as relevant to the complaint, shall determine whether:
 - i. The matter should be referred to the Disciplinary Committee; or
 - ii. The matter should be referred to the Executive Director and/or appointed facilitator to mediate between the Complainant and Member; or
 - iii. The complaint should be dismissed.
 1. If the Member has been suspended pending the outcome of an investigation and the decision is to dismiss the complaint, the suspension shall be lifted immediately.
- d. The decision once made, shall be forwarded by the head of the Professional Conduct and Complaints Department in writing to the Executive Director and the Board of Directors of the Association for information.

10. Investigation Decision Process

- a. All Investigation decision(s) must be presented to the Board of Directors in a written report, at the first normally scheduled Board of Director's meeting subsequent to the completion of the Investigation for information.
- b. The Investigation decision(s) must be documented in the Board of Directors minutes as having been received as information.
- c. Upon the publication of decision from the head of the Professional Conduct and Complaints Department, the Executive Director shall provide the Member and Complainant with a copy of the decision by email to the last known address of each party.
- d. Failure of the Member to comply with the decision(s), as per Policy #11 of the *Disciplinary Policy for Complaints* and Policy #12.d. of the *Disciplinary Policy for Complaints*, in which the Member is not suspended, will result in



suspension of the Member pending decisions of the Disciplinary Committee, or until the Members cooperation is obtained.

- e. Where the decision that the file be referred to the Disciplinary Committee, the head of the Professional Conduct and Complaints Department shall submit a statement informing of the complaint and/or issues that will be dealt with to both the Complainant and the Member by email to the last known address of each party.

11. Mediation

- a. Where the decision coming out of the Investigation Procedure indicates that the complaint may be able to be resolved through mediation, then the Executive Director or an approved facilitator shall meet with the Complainant and Member and attempt to resolve the dispute to the satisfaction of both parties.
- b. The Executive Director or an approved facilitator may not engage in any subsequent proceedings or serve on the Disciplinary Committee or in an Appeal if they participate in mediation for that file.
- c. All communications during the mediation are privileged and shall not be admissible as evidence at any subsequent proceedings.
- d. If the dispute between the Member and the Complainant is not resolved by mediation, the head of the Professional Conduct and Complaints Department may exercise any of the decision-making powers set out in Section 12 Professional Conduct and Complaints Department Authority.

12. Professional Conduct and Complaints Department Authority

- a. The Professional Conduct and Complaints Department may choose to take no action with respect to a complaint. The head of the Professional Conduct and Complaints department shall give the Complainant and the Member notice that it intends to take no action with respect to the complaint if:
 - i. The Professional Conduct and Complaints Department considers a complaint to be frivolous, vexatious, made in bad faith or otherwise an abuse of process.
 - ii. The Professional Conduct and Complaints Department is of the opinion that the Member's conduct meets acceptable Standards of Practice, Code of Ethics and Scope of Practice and is in compliance with CMMOTA Bylaws and CMMOTA Policy and Procedure.
- b. The Professional Conduct and Complaints Department may refer a specified allegation of the Member's professional misconduct or incompetence to the Disciplinary Committee.
- c. Where there is danger to the public or to the reputation of the profession or the Association, which cannot await a Disciplinary Committee recommendation, or a Disciplinary Panel Hearing, the head of the Professional Conduct and Complaints Department shall immediately



suspend the Membership of the Member, pending the outcome of the complaints processes.

- d. The Professional Conduct and Complaints Department may recommend that the Board of Directors make an interim order suspending or imposing terms, conditions, or limitations on a Member's practice if:
 - i. The file is referred to a Disciplinary Hearing; and,
 - ii. The head of the Professional Conduct and Complaints Department is of the opinion that the alleged conduct of the Member exposes or is likely to expose his or her patient to harm or injury. Such an order continues to stay in force until the Disciplinary Committee disposes of the matter.

13. Disciplinary Procedures

- a. The Disciplinary Committee shall, at its discretion, give priority to the matter and process the file expeditiously.
- b. With the Complainant's consent (see Appendix 8: Consent Form to Examine Confidential Information and Treatment Records), the Committee may examine any confidential information and/or treatment records of the Complainant related to the alleged offense.
- c. Upon a matter being referred to the Disciplinary Committee, the Committee shall consider the written submissions of the Member and Complainant and all records and documents it considers relevant to the complaint.
- d. The Disciplinary Committee shall determine whether the matter can be adjudicated solely based on the written materials, or whether the matter should proceed to a disciplinary hearing.
- e. The Member who is being investigated shall have the right to request that the matter be referred to a Disciplinary Hearing Panel. In such a case, the Member shall be responsible to pay the Disciplinary Hearing Panel Fee, as prescribed in the CMMOTA Fee Schedule. This fee will be refunded to the Member if, following the hearing, the Disciplinary Hearing Panel recommends that the complaint be dismissed.
- f. The Complainant shall have the right to request that the matter be referred to a Disciplinary Hearing Panel. In such a case, the Complainant shall be responsible to pay the Disciplinary Hearing Panel Fee, as prescribed in the CMMOTA Fee Schedule. No portion of this fee shall be returned regardless of the outcome of the Disciplinary Hearing Panel's recommendation(s) to the Board of Directors.
- g. When the Disciplinary Committee believes that a file can be adjudicated solely based on written materials, it may proceed to generate a written decision based upon the written records. The parties shall, by email to the last known address of each party, be:
 - i. Informed that a Disciplinary Committee has been established; and,
 - ii. Informed of the charge(s) or dispute(s); and,



- iii. Provided with a copy of the CMMOTA Bylaws, and CMMOTA Policies and Procedure relevant to the file; and,
 - iv. Invited, within a time specified by the Committee, to make written submissions of any information or arguments relevant to the deliberations of the Committee; and,
 - v. Informed of the findings of the Disciplinary Committee.
- h. When the Disciplinary Committee adjudicates a file solely based on written materials, it shall produce an adjudication report that shall give their findings based on the written materials and provide reasons for its decisions and for any recommended sanction for the Board of Directors to consider against the Member. This adjudication report shall be sent to the Board of Directors for its consideration in determining what, if any sanctions will be taken against the Member, following the appeal period and/or appeal process. Copies of the adjudication report shall also be provided to the Complainant and the Member, by email to the last known address of each party and shall advise them of any right to appeal.
14. Disciplinary Hearing Procedures
- a. When the Disciplinary Committee determines that a hearing is required, or the Complainant or Member have requested that a hearing be undertaken and have paid the Disciplinary Hearing Fee as prescribed in the CMMOTA Fee Schedule, the Chairperson shall inform both the Complainant and the Member of the following by registered mail, posted no later than 28 days prior to the date of the hearing:
 - i. A hearing has been deemed necessary; and,
 - ii. A list of the charge(s) or dispute(s) to be heard; and,
 - iii. That both parties have the right to be heard in person; and,
 - iv. That each party may be represented by legal counsel at their own expense; and,
 - v. That each party may also be accompanied by any other person of the general public, or a CMMOTA Member in good standing; and,
 - vi. Provided with a copy of the CMMOTA Bylaws, and CMMOTA Policies and Procedures relevant to the file; and,
 - vii. Invite, within a time specified by the Disciplinary Committee, written submissions of any additional information or arguments relevant to the deliberation of the Committee; and,
 - viii. Request that both parties must confirm their attendance or non-attendance for the hearing, at least 7 days prior to the date of the hearing.
 - b. The Disciplinary Committee shall appoint 3 of its Members and, if possible, an alternate, to serve as the Panel at the hearing.
 - c. On the day of the hearing, when necessary, the Disciplinary Hearing Panel, the Complainant or their legal representative and the Member or their legal representative has the full right:



- a. In making any recommendations to the Board of Directors regarding the discipline of a Member the Disciplinary Committee shall take into consideration:
 - i. The experience of the person(s) involved.
 - ii. The nature of the alleged misconduct.
 - iii. Any information which, in the opinion of the Committee is reliable and relevant to the determination of an appropriate order, including:
 1. Previous misconduct of the Member, regardless of if that misconduct was the subject of a Disciplinary Hearing.
 2. The character of the Member.
 3. Any circumstances provided by the Member in mitigation.
- b. The Disciplinary Committee may make any one or more of the following recommendations to the Board of Directors:
 - i. That the complaint be dismissed.
 - ii. That the Member be reprimanded, with warning as to their future conduct.
 - iii. That the Member be suspended for a defined period of time.
 - iv. Specify conditions under which the Member may continue to practice, including some or all of the following:
 1. Discontinue use of specific treatment procedures or modalities.
 2. Practice only under the supervision of one or more Members, which the Disciplinary Committee and/or Board of Directors may specify.
 3. Successfully complete any upgrading, retraining, or education that the Disciplinary Committee may specify, within any time period the Disciplinary Committee may specify.
 4. Obtain counselling, medical or other relevant treatment the Disciplinary Committee may specify, within any time period the Disciplinary Committee may specify.
 5. Any other reasonable condition the Disciplinary Committee considers fair.
 - v. That the Member have their Membership terminated by the Association.
- c. Where there is evidence, which leads the Disciplinary Committee to the conclusion that there is a danger to the public, or a danger to the reputation of the profession or the Association, the Member shall be immediately suspended until the matter is resolved.

16. Disciplinary Hearing Panel Authority



- a. In making any recommendations to the Board of Directors regarding the discipline of a Member the Disciplinary Hearing Panel shall take into consideration:
 - i. The experience of the person(s) involved.
 - ii. The nature of the alleged misconduct.
 - iii. Any information which, in the opinion of the Committee is reliable and relevant to the determination of an appropriate order, including:
 1. Previous misconduct of the Member, regardless of if that misconduct was the subject of a Disciplinary Hearing.
 2. The character of the Member.
 3. Any circumstances provided by the Member in mitigation.
- b. The Disciplinary Hearing Panel may make any one or more of the following recommendations to the Board of Directors:
 - i. That the complaint be dismissed.
 - ii. That the Member be reprimanded, with warning as to their future conduct.
 - iii. That the Member be suspended for a defined period of time.
 - iv. Specify conditions under which the Member may continue to practice, including some or all of the following:
 1. Discontinue use of specific treatment procedures or modalities.
 2. Practice only under the supervision of one or more Members, which the Disciplinary Hearing Panel and/or Board of Directors may specify.
 3. Successfully complete any upgrading, retraining, or education that the Disciplinary Hearing Panel may specify, within any time period the Disciplinary Hearing Panel may specify.
 4. Obtain counselling, medical or other relevant treatment the Disciplinary Hearing Panel may specify, within any time period the Disciplinary Hearing Panel may specify.
 5. Any other reasonable condition the Disciplinary Hearing Panel considers fair.
 - v. That the Member have their Membership terminated by the Association.
- c. Where there is evidence, which leads the Disciplinary Hearing Panel to the conclusion that there is a danger to the public, or a danger to the reputation of the profession or the Association, the Disciplinary Hearing Panel shall recommend immediately to the Board of Directors that the Member be immediately suspended until the matter is resolved.

17. Board of Directors Disciplinary Procedure



- a. Once either the Disciplinary Committee, or a Disciplinary Hearing Panel has forwarded either an adjudication report or a disciplinary hearing report regarding a complaint file, the Board of Directors shall receive the report by motion at their next Board of Directors meeting.
- b. The Board of Directors shall wait to act on any reports received by the Disciplinary Committee or the Disciplinary Hearing Panel until the date for appeal has passed, **except** where the Disciplinary Committee or the Disciplinary Hearing Panel have come to the conclusion that there is a danger to the public, or a danger to the reputation of the profession or the Association. In such circumstances the Board of Directors may immediately suspend a Member before the appeal period has passed.
- c. If an appeal is received by the deadline, then the Board shall wait for the findings of the Appeal Committee to be published to them before deciding on disciplinary sanctions to be actioned against the Member.
- d. If no appeal is filed before the deadline, then the Board of Directors shall meet to determine the final disciplinary sanctions to be taken regarding the Member not more than 30 days from the date of the appeal deadline. The sanction(s) shall be levied by motion of the Board of Directors.
- e. The Board of Directors may issue any of the following sanctions against a Member:
 - i. That the complaint is dismissed.
 - ii. That the Member is reprimanded, with warning as to their future conduct.
 - iii. That the Member is suspended for a defined period of time, and the steps that must be taken by a Member to have their Membership reinstated after the suspension has passed. If a Member is suspended, this shall be noted in the Membership register, and all Membership rights and privileges shall be removed during the suspension period.
 - iv. Specify conditions under which the Member may continue to practice, including some or all of the following:
 1. Discontinue use of specific treatment procedures or modalities.
 2. Practice only under the supervision of one or more Members, which the Board of Directors may specify.
 3. Successfully complete any upgrading, retraining, or education that the Board of Directors may specify, within any time period the Board of Directors may specify.
 4. Obtain counselling, medical or other relevant treatment the Disciplinary Hearing Panel may specify, within any time period the Board of Directors may specify.
 5. Any other reasonable condition the Board of Directors considers fair.



- v. May order a future visit by Members of the Investigation Committee after a lapse of a specific period of time, to ensure that the Board of Directors requirements have been implemented.
 - vi. That the Member shall have their Membership terminated effective immediately by the Association, and the Association shall do the following:
 - 1. In accordance with the Memorandum of Understanding inform those parties that the Member will have their Membership cancelled.
 - 2. Inform all relevant third-party agencies that the Member has had their Membership cancelled, with the date effective.
 - 3. The Members name and Membership Number shall be removed from the Membership Registry and cancel their Membership rights and privileges.
 - 4. Ensure that the Member is ineligible to serve in any function within the Association or attend any Association activity.
 - f. The Board of Directors shall hold final authority over disciplinary action taken by sanction(s) against a Member. Their decision is not subject to appeal.
 - g. Administration will publish the final disciplinary action to the suspended Member following the decision of the Board of Directors to the last known email address and by registered mail to the last known physical address of the Member within 5 business days.
 - h. Failure by a Member to comply with the sanction(s) actioned against them will result in the suspension of the Member until their compliance is obtained.
18. Deference to Other Authorities
- a. Where the head of the Professional Conduct and Complaints Department, or the Chairperson of the Disciplinary Committee, or any Member of the Board of Directors believes that the Member whose conduct is being investigated may be guilty of a criminal offence, that person shall refer the matter to an appropriate authority.
19. Dispersal of Evidence
- a. Following the final decision of the Board of Directors regarding a complaint file, all original documents and items put into evidence at a hearing shall be returned to the person who produced them, on request, within a reasonable time. Copies of the original documents, and photographs of any items entered into evidence, shall be maintained in the complaint file.
20. Appeals
- a. If either the Complainant or the Member wish to file an appeal at any point in the Complaints process listed below in 20.b-e., they must include with the filing of the appeal, payment of the Complaints Appeal Fee, as per the CMMOTA Fee Schedule, before the appeal will be accepted by the



Association. If the appeal is successful, then the fee shall be returned. If the appeal is unsuccessful, then the fee shall not be returned.

- b. If the Professional Conduct and Complaints Department chooses to take no action, then the Complainant has the right to make written submissions to the Appeals Committee appealing the decision, within 30 days after publication of the notice.
- c. If the Investigation recommendation is to take no action, then the Complainant has the right to make written submissions to the Appeals Committee appealing the decision, within 30 days after publication of the notice.
- d. If following the publication of an adjudication report by the Disciplinary Committee, both the Complainant and the Member has the right to make a written submission to the Appeals Committee appealing the decision, within 30 days after publication of the notice.
- e. If following the publication of a Hearing Report by the Disciplinary Hearing Panel, both the Complainant and the Member has the right to make a written submission to the Appeals Committee appealing the decision, within 30 days after publication of the notice.
- f. The written submission for Appeal must state the grounds of the Appeal and shall serve as a formal request for an Appeal.

21. Appeals Process

- a. Upon receipt of a written submission for Appeal, accompanied by payment of the Complaints Appeal Fee as prescribed in the CMMOTA Fee Schedule, the Appeals Committee shall within 10 business days meet to review the Appeal, including a review of all aspects of the file.
- b. The Appeals Committee following the review of the Appeal and all aspects of the file, shall make the following determination:
 - i. That the Appeal is Dismissed; or
 - ii. That the Appeal shall be heard by an Appeal Hearing Panel.
- c. If it is determined that an appeal shall be dismissed, the Appeals Committee shall:
 - i. Report their decision, and their reasons for the decision, in a report to the Board of Directors; and,
 - ii. Shall provide a copy of their report to the Complainant and the Member, by email to the last known address of each party.
- d. If it is determined that an Appeal shall be heard, the Appeals Committee shall:
 - i. Appoint 3 of its Members to sit on the Appeals Hearing Panel.
 - ii. Set a date and time for the Appeal to be heard, not less than 30 days from the setting of the date.
 - iii. Inform both the Complainant and the Member of the following by registered mail no later than 28 days prior to the hearing:
 1. That an appeal hearing has been granted.



2. A copy of the written Appeal submission.
 3. The Date, Time and Location of the Appeal Hearing.
 4. That each party may be represented by legal counsel at their own expense.
 5. That each party may also be accompanied by any other person of the general public, or a CMMOTA Member in good standing.
 6. Request that both parties must confirm their attendance or non-attendance for the hearing at least 7 days prior to the date of the hearing.
- e. On the day of the hearing, when necessary, the Appeals Hearing Panel, the Complainant or their legal representative and the Member or their legal representative has the full right:
- i. To examine, cross-examine and re-examine all witness testimony subject however, in cases where there is reasonable belief by the Disciplinary Committee that the Complainant would suffer emotionally from a face-to-face meeting with the Member, the Complainant's testimony at the hearing may be done by teleconference or as separate in-person interview.
 - ii. To present evidence in defence and reply.
- f. On the day of the hearing, only new evidence may be presented. Any evidence that has been presented previously may not be presented again, however, either party may refer to previous evidence presented as part of their cross examination regarding any new evidence submitted.
- g. If either the Complainant or the Member fails to attend the hearing, the Appeal Hearing Panel may proceed in their absence.
- h. If, during the course of a hearing, new evidence shows that the accused may be guilty of misconduct different from, or in addition to, any misconduct specified in the charge, the Appeals Hearing Panel shall adjourn the hearing for any period that the Appeals Hearing Panel considers sufficient. This is to give the Member an opportunity to prepare a defense to the amended charge(s) unless the Member consents to continue the hearing.
- i. The Appeals Hearing Panel may accept any evidence that it considers appropriate and is not bound by the rules of law concerning evidence, however all testimony shall be given under oath.
- j. The Appeals Hearing Panel may consider the investigation report in whole or in part and may call those who participated in the investigation as witnesses.
- k. The Appeals Hearing Panel may consider the Disciplinary Hearing Report in whole or in part and may call witnesses based on the report.



23. Records and Use of Decisions

- a. The Association shall maintain a record of all decisions of the Investigation and Disciplinary Committees, and of all decisions of the Disciplinary Hearings and Appeal Hearings and the final decisions of the Board of Directors regarding each file.
- b. The Disciplinary Committee and the Board of Directors may consider the decisions of previous Disciplinary Committees and Board of Directors but are not bound by the precedent. Decisions of the Disciplinary Committee, the Disciplinary Hearing Panel, the Appeals Committee, the Appeals Hearing Panel, and the Board of Directors regarding a file are matters of public interest and shall be publicly available with consideration of FOIP legislation and any necessary redactions.
- c. If the Disciplinary Committee or the Board of Directors decides that making the decision publicly available will unduly violate the privacy of any person, the Committee or Board may direct that the decision or part of the decision should be kept confidential.

Board Procedure:

1. The Board of Directors shall set by Motion of the Board the amount of the Disciplinary Hearing Fee.
2. The Board of Directors shall set by Motion of the Board the amount of the Complaints Appeal Fee.

Original Date of Policy Adoption: March 30, 2020

Date of Last Policy Revision May 8, 2023



Disciplinary Policy for Non-Compliance Regarding Annual General Meeting Attendance

Purpose:

- To establish a Disciplinary Policy for Non-Compliance regarding Annual General Meeting Attendance to deal with items outlined in CMMOTA Bylaws 3.5.1.1.1., 3.5.1.2.1., 3.5.1.6.2., 3.5.1.7.1., 3.6.2.2., 3.6.2.3., 3.7.1., 3.7.3., and the CMMOTA Fee Schedule, and to outline Membership and Administration Procedure in relation to the Policy.

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a Member following the steps outlined below regarding non-compliance regarding Annual General Meeting (AGM) attendance.
2. Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members are responsible to attend at least one Annual General Meeting (AGM) during every three-year Continuing Education Credit (CEC) cycle. During each CEC Cycle it is the responsibility of each Full Massage Therapist Member, Full Manual Osteopathic Therapist Member, Registered Massage Therapist Member, and Spa Therapist Member to attend a minimum of one (1) AGM, or to pay a fee-in-lieu as prescribed in CMMOTA Bylaw 3.5.1.1.1., 3.5.1.2.1., 3.5.1.6.2., and 3.5.1.7.1., which is specified in the current CMMOTA Fee Schedule. **All other classes of Membership are not required to attend an AGM once per three-year CEC cycle.**
3. Members who join the Association after the AGM in the second year of the CEC cycle are not required to attend an AGM in that CEC cycle.
4. If a Member has not paid the fee-in-lieu by 11:59 pm MST on December 31 of that year, January 1st or the next business day of the Association if the 1st falls on a nonbusiness day, their Membership will be suspended effective January 1st. The Member will receive a notice of payment past due that day and will have until 11:59 PM MST January 14th to pay the fee in lieu in full. Notification will be sent to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the members number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
5. If a Member has not paid the fee-in-lieu on January 15th or on the next business day of the Association if the 15th falls on a nonbusiness day, their Membership shall be cancelled retroactively to January 1st. Notification will be sent to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
6. For a cancelled Member to be eligible for reinstatement into the Association, all outstanding fees, including the fee-in-lieu must be paid in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Administrative Procedure:



1. Administration will keep a record of Member attendance at each AGM.
2. Administration will keep a record of Members who because they joined after the AGM in the second year of the CEC cycle are not required to attend an AGM in that CEC cycle.
3. If a Member has not paid a fee-in-lieu invoice by 11:59 pm MST on December 31 of that year, January 1st or the next business day of the Association if the 1st falls on a nonbusiness day, Administration will notify the Member via the last known email address that their Membership has been suspended effective January 1st. The Member will be issued a notice of payment past due that day and will have until 11:59 PM MST January 14th to pay the fee in lieu in full.
4. Administration will track all invoices, and if a Member has not paid the fee-in-lieu on January 15th or on the next business day of the Association if the 15th falls on a nonbusiness day, Administration will notify the Member via the last known email address and the last known physical address of the Member that their Membership has been cancelled retroactively to January 1st.
5. Administration shall track any outstanding fees related to fee-in-lieu, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding fees still owed by the cancelled Member, including the fee-in-lieu, which must be paid in advance of application for reinstatement of Membership in accordance with CMMOTA Bylaw 3.7.1.

Member Procedure:

1. If a Member chooses not to meet the minimum requirement for attendance at one AGM per 3 year CEC cycle, and does not pay the fee-in-lieu, they accept the responsibility of both having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: March 30, 2020

Date of Last Policy Revision: September 12, 2022



Disciplinary Policy for Non-Compliance Regarding Continuing Education Credits

Purpose:

- To establish Disciplinary Policy for non-compliance regarding Continuing Education Credits requirements as outlined in CMMOTA Bylaws 3.5.1.1.3., 3.5.1.2.3., 3.5.1.7.3., and CMMOTA's *Membership Requirements – Continuing Education Credits Policy*.

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a Member following the steps outlined below regarding non-compliance regarding the membership requirements outlined in the CMMOTA *Membership Requirements – Continuing Education Credits Policy*.
2. All Members are responsible to complete and submit continuing education credits as outlined in CMMOTA *Membership Requirements – Continuing Education Credits Policy*.
3. If a Member does not complete and submit the required number of Continuing Education Credits required of them by the CMMOTA *Membership Requirements – Continuing Education Credits Policy* by the last day of the continuing education cycle, then the next business day of the Association, their Membership shall be immediately suspended, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
4. If a Member has been suspended, they shall have until 11:59 PM Mountain Time January 14 to complete and submit the outstanding number of continuing education credits required for the last continuing education credits cycle.
5. A suspended member shall have their suspension lifted upon recognition of completion of the outstanding continuing education credits by CMMOTA Administration.
6. If a Member still does not complete the outstanding number of continuing education credits required for the last continuing education credits cycle prior to 11:59 PM Mountain Time January 14, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
7. For a cancelled Member to be eligible for reinstatement into the Association, they must complete and submit any outstanding continuing education credits to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Administrative Procedure:



1. If information received regarding a submission for continuing education credits is deemed as being unauthentic or fraudulent in nature, Administration shall refer the matter to the head of the Professional Conduct and Complaints Department for further investigation in accordance with *Verification of Certificates and Documents Submitted by Members or Membership Applicants Policy*.
2. If a Member fails to complete the required continuing education credits as per *CMMOTA Membership Requirements – Continuing Education Credits Policy*, Administration will, effective the next business day of the Association, immediately suspend their Membership, and shall inform all necessary parties of the suspension, including the Member at their last known email address. Administration shall include in the notice to the Member the number of continuing education credits which remain outstanding, and that if the requirement is not completed by 11:59 PM Mountain Time January 14, that the Member shall have their Membership cancelled.
3. If a Member fails to complete and submit the outstanding continuing education credits by 11:59 PM Mountain Time January 14, then the next business day of the Association, Administration will immediately cancel their Membership, and shall inform all necessary parties of the cancellation, including the Member at their last known email address and their last known physical address.
4. Administration shall track any outstanding continuing education credits, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding items that need to be provided by the cancelled Member before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 3.7.1..

Member Procedure:

1. If a Member chooses not to provide the Association with the required continuing education credits per *CMMOTA Membership Requirements – Continuing Education Credits Policy*, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: April 19, 2021

Date of Last Policy Revision: September 12, 2022



Disciplinary Policy for Non-Compliance Regarding Current Vulnerable Sector Check

Purpose:

- To establish Disciplinary Policy for non-compliance regarding Current Vulnerable Sector Check as outlined in CMMOTA Bylaws 3.5.1.1.4., 3.5.1.2.4., 3.5.1.3.2., 3.5.1.4.2., 3.5.1.5.2., 3.5.1.6.5., 3.5.1.7.4., 3.6.2.2., 3.6.2.3., and 3.7.1..

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a member's membership following the steps outlined below regarding non-compliance regarding Vulnerable Sector Check (VSC).
2. All Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist and Spa Therapist Members are responsible to maintain a VSC that has been completed within a three (3) year time frame.
3. Student Massage Therapist and Student Manual Osteopathic Therapist Members whose professional liability insurance has been provided through the Association's broker are responsible to maintain a VSC that has been completed within a three (3) year time frame.
4. All Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist and Spa Therapist Members from Nova Scotia are responsible to maintain a VSC that has been completed within a one (1) year time frame.
5. Student Massage Therapist and Student Manual Osteopathic Therapist Members from Nova Scotia whose professional liability insurance has been provided through the Association's broker are responsible to maintain a VSC that has been completed within a one (1) year time frame.
6. A new VSC must have been completed within the previous six (6) month to be considered valid.
7. Prior to suspension, administration shall phone the member to warn them of the impending suspension. This phone call notice shall include:
 - a. The date that the membership will be suspended if no action is taken.
 - b. The date that the membership will be cancelled if no action is taken.
 - c. That additional information surrounding suspension/cancellation of membership will be provided by email if no action is taken.
8. If a Member does not submit a new VSC within 3 years of the date the current VSC was completed, then the next business day of the Association, their Membership shall be immediately suspended, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
9. If a Member from Nova Scotia does not submit a new VSC within 1 year of the date the current VSC was completed, then the next business day of the Association, their Membership shall be immediately suspended, and the Member shall be notified of the



suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.

10. If a Member has been suspended, they shall have 30 days from the date of the suspension to submit a new VSC.
11. If a Member still does not submit a new VSC prior to end of the 30-day suspension period, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
12. For a cancelled Member to be eligible for reinstatement into the Association, a valid VSC must be provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Original Date of Policy Adoption: September 26, 2020

Date of Last Policy Revision: January 23, 2024



Disciplinary Policy for Non-Compliance Regarding Maintaining Valid Professional Liability Insurance

Purpose:

- To establish Disciplinary Policy for non-compliance regarding Membership Requirement to maintain valid Professional Liability Insurance in accordance with CMMOTA's *Membership Requirement – Maintenance of Valid Professional Liability Insurance* policy and CMMOTA Bylaw 3.5.1.1.6., 3.5.1.2.6., 3.5.1.3.4., 3.5.1.4.3., 3.5.1.5.3., 3.5.1.6.6., and 3.5.1.7.6..

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, to cancel a Member following the steps outlined below regarding non-compliance regarding maintaining valid Professional Liability Insurance.
2. Members, unless Inactive, are responsible to maintain valid Professional Liability Insurance.
3. The Association's Insurance Broker shall supply a list of all members who have renewed their Professional Liability Insurance Policies to CMMOTA on the first business day following January 1st. If a Member's name is not on the list, and they were required to renew through the Associations Insurance Broker, then on the next business day of the Association following January 1st, their Membership shall be immediately suspended retroactively to January 1st, and the Member, and any appropriate third parties, shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
4. Where circumstances created by geographical or other restrictions, a Member is required to obtain their Professional Liability Insurance through another broker, if proof of maintenance of valid Professional Liability Insurance cannot be provided to Administration on or before the day of expiry of the Member's current policy, then on the next business day of the Association, their Membership shall be immediately suspended retroactively to the day after the insurance certificate expired, and the Member, and any appropriate third parties, shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
5. Proof of Professional Liability Insurance shall be a certificate of insurance, or until a certificate has been provided to the member, a copy of receipt of payment for insurance purchased.
6. If a Member has been suspended, they shall have 14 days from the date of expiry of their Professional Liability Insurance policy to provide proof of Valid Professional Liability Insurance to the Association. They must not practice Massage Therapy, or Manual Osteopathic Therapy until their suspension has been lifted.



7. If a Member still does not provide proof of valid Professional Liability Insurance within 14 days from the date of expiry of their Professional Liability Insurance Policy, then the next business day of the Association, their Membership shall be immediately cancelled retroactively to the day after their insurance certificate expired, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
8. For a cancelled Member to be eligible for reinstatement into the Association proof of valid Professional Liability Insurance would be required before reinstatement in accordance with CMMOTA Bylaw 4.7.1. would be considered.
9. If a Member is suspected of practicing Massage Therapy, or Manual Osteopathic Therapy without Professional Liability Insurance, the matter is to be referred to the Executive Director, who shall file a Complaint against the member in accordance with CMMOTA's *Disciplinary Policy for Complaints*.

Administrative Procedure:

1. If a Member is required to renew their Professional Liability Insurance through the Associations broker, and their name is not on the list of completed renewals provided by the broker to the Association on the first business day of the Association following January 1st, then Administration shall suspend the Member immediately retroactively to January 1st and shall notify the Member of the suspension to their last known email address. Administration shall also notify the appropriate third parties of the suspension.
2. If a Member is required to obtain their Professional Liability Insurance through another broker, and proof of maintenance of valid Professional Liability Insurance has not been provided to Administration on or before the day of expiry of the Member's current policy, then on the next business day of the Association, their Membership shall be immediately suspended retroactively to the day after the insurance certificate expired, and the Member shall be notified of the suspension to their last known email address. Administration shall also notify the appropriate third parties of the suspension.
3. If a suspended Member fails to provide proof of valid Professional Liability Insurance within 14 days from the date of expiry of their Professional Liability Insurance Policy, then the next business day of the Association, their Membership shall be immediately cancelled retroactively to the day after their insurance certificate expired, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall also notify the appropriate third parties of the cancellation.
4. Administration shall track any outstanding requirements for proof of valid Professional Liability Insurance, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding requirements that need to be obtained by the cancelled Member before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 4.7.1..
5. If Administration suspects that a Member has been practicing Massage Therapy or Manual Osteopathic Therapy knowingly without Professional Liability Insurance, they



shall refer the matter to the Executive Director to file a Complaint against the Member in accordance with CMMOTA's *Disciplinary Policy for Complaints*.

Member Procedure:

1. If a Member who is required to renew their Professional Liability Insurance through the Associations broker and fails to do so by the renewal deadline shall accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.
2. If a Member who is required to obtain their Professional Liability Insurance through an alternate broker chooses not to renew their Professional Liability Insurance, or fails to provide a copy of that insurance certificate, or a receipt for payment for the Professional Liability Insurance before the date of expiry of their previous Professional Liability Insurance, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.
3. A Member who has had their membership suspended is responsible to cease practice of Massage Therapy and/or Manual Osteopathic Therapy until their membership suspension has been lifted.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: September 12, 2022



Disciplinary Policy for Non-Compliance Regarding Other Association Membership

Purpose:

- To establish Disciplinary Policy for non-compliance regarding other Massage Therapy or Manual Osteopathic Therapy association membership in regard to CMMOTA Bylaw 3.5.1.1.9., 3.5.1.2.8., 3.5.1.3.7., 3.5.1.6.7., 3.5.1.7.8., 3.5.1.8.3., 3.5.1.9.2., 3.5.1.10.4., 3.5.1.11.3., 3.5.1.12.2., 3.7.1., and as outlined in CMMOTA's *Membership Requirement – Other Association Membership* policy.

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a member following the steps outlined below regarding non-compliance with CMMOTA's *Membership Requirement – Other Association Membership* policy.
2. All Members are responsible to be in compliance with CMMOTA's *Membership Requirement – Other Association Membership* policy.
3. If it is found that a member holds membership with another association (the same as their professional designation(s) of either Manual Osteopathic Therapy and/or Massage Therapy) that puts them into violation of CMMOTA's *Membership Requirement – Other Association Membership* policy, their membership shall be immediately suspended, and the Member shall be notified of the suspension to their last known email address. In addition all necessary third parties will be notified of the membership suspension. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the members number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
4. The suspended member shall also be notified to their last known email address of their options to remedy this violation:
 - a. Cancel their membership with the other association within 30 days of the notice of suspension, and provide satisfactory confirmation of such; or
 - b. That their membership with the Canadian Massage and Manual Osteopathic Therapists Association be voluntarily cancelled.
5. The suspended member shall notify CMMOTA of which option they wish to proceed with, and shall provide satisfactory confirmation if required, not less than 30 days from the date of suspension.
6. If a Member does not provide notification of which remedy option they wish to proceed with, as well as satisfactory confirmation if required, prior to end of the 30-day suspension period, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. In addition, all necessary third parties will be notified of the member's cancellation. Administration shall be responsible to fulfill this policy point.
7. For a cancelled Member to be eligible for reinstatement into the Association, confirmation that they no longer are a member of another professional association



that would bring them into violation of CMMOTA's *Membership Requirement – Other Association Membership* policy by way of satisfactory confirmation, must be provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Administrative Procedure:

1. If it is found that a Member holds a membership in another professional association that puts them in violation of CMMOTA's *Membership Requirement – Other Association Membership* policy, Administration shall immediately suspend their Membership, and shall inform all necessary parties of the suspension, including the Member to their last known email address. Administration shall include in the notice to the Member the options available to the member to remedy the situation, and that the remedy must be completed within 30 days of the notice of suspension, and that they are responsible to notify CMMOTA administration of their choice of remedy and provide satisfactory confirmation of such.
2. If a Member fails to provide confirmation that they are no longer in violation of CMMOTA's *Membership Requirement – Other Association Membership* policy prior to end of the 30-day suspension period, then the next business day of the Association, Administration will immediately cancel their Membership, and shall inform all necessary parties of the cancellation, including the Member to their last known email address and their last known physical address.
3. Administration shall track any outstanding need for satisfactory confirmation that the cancelled member is no longer in violation of CMMOTA's *Membership Requirement – Other Association Membership* policy, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding items that need to be provided by the cancelled Member, before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 3.7.1..

Member Procedure:

1. If a member is in violation of CMMOTA's *Membership Requirement – Other Association Membership* policy, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: March 22, 2022

Date of Last Policy Revision: September 13, 2023



Disciplinary Policy for Non-Compliance Regarding Payment of Membership Fees

Purpose:

- To establish Disciplinary Policy for non-compliance regarding Payment of Membership Fees in accordance with CMMOTA Bylaws 3.3., 3.6.2.1., 3.7.1., and 3.7.3..

Policy:

1. The Board of Directors grants its authority to Administration to impose Administrative Fees to process renewals past the deadline as described in the CMMOTA *Fee Schedule*, to suspend, and if necessary, to cancel a Member following the steps outlined below regarding non-compliance regarding Payment of Membership Fees.
2. Members are responsible to pay membership fees on an annual basis on or before the deadline set out by the Board of Directors.
3. If a Member does not submit payment by the deadline set by the Board of Directors, then the next business day of the Association, Administration shall invoice the member the Administration Fee to Process Renewals past the Deadline in accordance with the current *Fee Schedule*, with the invoice being sent to the last known email address of the member.
4. If a Member does not submit payment in full, including any Administration Fee to Process Renewals past the Deadline, by December 31st, then on the next business day of the Association, their Membership shall be immediately suspended retroactively to January 1st, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the members number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
5. If a Member has been suspended, they shall have until January 14th to submit payment for all outstanding invoices.
6. If a Member still does not submit payment in full by January 14th, then the next business day of the Association, their Membership shall be immediately cancelled retroactively to January 1st, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
7. For a cancelled Member to be eligible for reinstatement into the Association, all outstanding invoices must be paid before reinstatement in accordance with CMMOTA Bylaw 3.7.1. would be considered.

Administrative Procedure:

1. If a Member does not submit payment in full prior to the Deadline for Payment of Membership Fees, then Administration shall issue an invoice for an Administration Fee to Process Renewals Past the Deadline in accordance with the Current *Fee Schedule*.



2. If a Member fails to submit payment in full before the end of day of December 31st, then the next business day of the Association, Administration shall suspend the member retroactively to January 1st, and shall notify the member of the suspension to their last known email address. Administration shall also notify the appropriate third parties of the suspension.
3. If a suspended Member fails to submit payment in full before the end of day of January 14th, then the next business day of the Association, Administration shall cancel the membership retroactively to January 1st, and shall notify the cancelled member of the membership cancellation to their last known email address and physical address. Administration shall also notify the appropriate third parties of the cancellation.
4. Administration shall track any outstanding fees, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding fees that need to be paid by the cancelled Member, before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 3.7.1..

Member Procedure:

1. If a Member chooses not to pay their membership fees in full by the deadline, they accept the responsibility of being charged a Administration Fee to Process Renewals Past the Deadline in accordance with the Current *Fee Schedule*.
2. If a Member chooses not to pay their membership fees, and if applicable, any additional fees due, by December 31st, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: September 26, 2020

Date of Last Policy Revision: September 12, 2022



Disciplinary Policy for Non-Compliance Regarding RMT Proof of Regulatory College Membership/Registration

Purpose:

- To establish Disciplinary Policy for non-compliance regarding RMT Proof of Regulatory College Membership/Registration as outlined in CMMOTA Bylaws 3.5.1.6.1..

Policy:

1. The Board of Directors grants its authority to Administration to change the membership type of a member following the steps outlined below regarding non-compliance regarding RMT Proof of Regulatory College Membership/Registration.
2. Registered Massage Therapist members are responsible to provide proof of Regulatory College membership/registration in the jurisdiction in which they practice within 30 days of Regulatory College membership/registration renewal.
3. Prior to the notice mentioned in Policy #4, administration shall phone the member to warn them of the impending notice. This phone call notice shall include:
 - a. The date that the membership type changes will take place if no action is taken.
 - b. That additional information surrounding membership type change will be provided by email if no action is taken.
4. If a Member does not submit proof of Regulatory College membership/registration within 30 days of the expiry of their current certification, then the next business day of the Association, the Member shall be notified that they have 30 days to provide proof of Regulatory College membership/registration, or their membership type will be changed to Spa Therapist. This notice shall be sent to their last known email address. Administration shall be responsible to fulfill this policy point.
5. If a Member still does not submit proof of Regulatory College membership/registration prior to end of the 30-day notice period, then the next business day of the Association, their membership type shall be immediately changed to Spa Therapist, and the Member shall be notified of this change to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point. A new membership certificate shall be issued as part of this notice.
6. For a member to be eligible for reinstatement into Registered Massage Therapist class of membership with the Association, proof of Regulatory College membership/registration must be provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Original Date of Policy Adoption: January 23, 2024

Date of Last Policy Revision:



Disciplinary Policy for Non-Compliance Regarding Standard First Aid and Level "C" CPR Certification

Purpose:

- To establish Disciplinary Policy for non-compliance regarding Standard First Aid and Level "C" CPR Certification as outlined in CMMOTA Bylaws 3.5.1.1.2., 3.5.1.2.2., 3.5.1.6.4., 3.5.1.7.2., 3.6.2.2., 3.6.2.3., 3.7.1., and 3.7.3..

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a member's membership following the steps outlined below regarding non-compliance regarding Standard First Aid and Level "C" CPR Certification.
2. Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members are responsible to maintain valid Standard First Aid and Level "C" CPR certification from a recognized Canadian Training partner. Full online courses, with no in-person training provided are not accepted. **All other classes of Membership in the CMMOTA are not required to maintain valid certification in Standard First Aid and Level "C" CPR.**
3. Prior to suspension, administration shall phone the member to warn them of the impending suspension. This phone call notice shall include:
 - a. The date that the membership will be suspended if no action is taken.
 - b. The date that the membership will be cancelled if no action is taken.
 - c. That additional information surrounding suspension/cancellation of membership will be provided by email if no action is taken.
4. If a Member does not submit a new valid certificate of Standard First Aid and Level "C" CPR certification prior to their certificate expiry date, then the next business day of the Association, their Membership shall be immediately suspended, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued
5. If a Member has been suspended, they shall have 30 days from the date of the suspension to submit a new valid certificate of Standard First Aid and Level "C" CPR certification.
6. If a Member still does not submit a new valid certificate of Standard First Aid and Level "C" CPR certification prior to end of the 30-day suspension period, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
7. For a cancelled membership to be eligible for reinstatement into the Association, a valid certificate of Standard First Aid and Level "C" CPR certification must be



provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Original Date of Policy Adoption: March 30, 2020

Date of Last Policy Revision: January 23, 2024



Disciplinary Policy for Non-Compliance Regarding Study Permit and or Work Permit Requirements

Purpose:

- To establish Disciplinary Policy for non-compliance regarding the requirement for members who are not Canadian Citizens or Permanent Residents of Canada to hold either a valid study permit or a valid work permit issued by the Government of Canada per CMMOTA Bylaw's 3.5.1.1.10., 3.5.1.2.9., 3.5.1.3.8., 3.5.1.4.5., 3.5.1.5.5., 3.5.1.6.8., 3.5.1.7.11., 3.5.1.8.4., 3.5.1.9.3., 3.5.1.10.5., 3.5.1.11.4., and 3.7.1..

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a Member's membership following the steps outlined below regarding non-compliance regarding study permit and/or work permit requirements.
2. A Member who is not a Canadian Citizen or a Permanent Resident of Canada is responsible to maintain either a valid study permit and/or a valid work permit issued by the Government of Canada.
3. If a Member who is not a Canadian Citizen or a Permanent Resident of Canada does not submit a new study permit and/or work permit prior to the expiry date of the current study permit and/or work permit, and/or proof of application for extension of their permit, then the next business day of the Association, their Membership shall be immediately suspended, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the Member's number is permanently retired. If a suspension is lifted after a Member's number has been permanently retired, a new member number will be issued.
4. If a Member has been suspended for noncompliance of this policy, they shall have 90 days from the date of the suspension to submit a new study permit and/or work permit and/or proof of application for extension of their permit. This suspension shall be lifted immediately upon receipt of a new valid study permit and/or work permit by the Association.
5. If a Member still does not submit a new study permit and/or work permit prior to end of the 90-day suspension period and/or proof of application for extension of their permit, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
6. A Member who continues under the proof of application for extension of their permit, must inform the Association of the decision once it has been rendered, and if it has been approved, shall provide a copy of the renewed document to the Association.
7. For a cancelled Member to be eligible for reinstatement into the Association, a valid study permit and/or work permit, or proof of Canadian Citizenship or Permanent



Resident of Canada status must be provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Administrative Procedure:

1. If a study permit and/or work permit and/or proof of application for extension of their permit is deemed as being unauthentic, Administration shall refer the matter to the head of the Professional Conduct and Complaints Department for further investigation in accordance with *Verification of Certificates and Documents Submitted by Members or Membership Applicants Policy*.
2. If a Member's study permit or work permit expires without them having provided the Association with an updated study permit and/or work permit and/or proof of application for extension of their permit, Administration will, effective the next business day of the Association, immediately suspend their Membership, and shall inform all necessary parties of the suspension, including the Member at their last known email address. Administration shall include in the notice to the Member that if the requirement to provide CMMOTA with a new study permit and/or work permit is not completed within 90 days, that the Member shall have their Membership cancelled.
3. If a Member fails to provide a new study permit and/or work permit and/or proof of application for extension of their permit prior to end of the 90-day suspension period, then the next business day of the Association, Administration will immediately cancel their Membership, and shall inform all necessary parties of the cancellation, including the Member at their last known email address and their last known physical address.
4. Administration shall track any outstanding need for a new study permit and/or work permit, attaching the information to the cancelled Member's file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding items that need to be provided by the cancelled Member before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 3.7.1..

Member Procedure:

1. If a Member chooses not to provide CMMOTA with a copy of their new study permit and/or work permit and/or proof of application for extension of their permit before the previously provided study permit and/or work permit has expired, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: April 19, 2021

Date of Last Policy Revision: September 13, 2023



Disciplinary Policy for Non-Compliance Regarding Submission of Annual Declaration Forms.

Purpose:

- To establish Disciplinary Policy for non-compliance regarding submission of Annual Declaration Forms per CMMOTA Bylaw's 3.5.1.1.7., 3.5.1.2.7., 3.5.1.3.5., 3.5.1.4.4., 3.5.1.5.4., 3.5.1.6.9., 3.5.1.7.7., 3.5.1.8.1., 3.5.1.9.1., 3.5.1.10.2., 3.5.1.11.1., 3.5.1.12.1., 3.6.2.2., 3.6.2.3., and 3.7.1..

Policy:

1. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a Member following the steps outlined below regarding non-compliance regarding submission of Annual Declaration Forms.
2. All Members are responsible to submit a completed CMMOTA Membership Annual Declaration Form by December 31st of each calendar year.
3. If a Member does not submit a completed CMMOTA Membership Annual Declaration Form by December 31st of each calendar year, then the next business day of the Association, their Membership may be immediately suspended, at the discretion of the Executive Director, retroactively to January 1st, and the Member shall be notified of the suspension to their last known email address. Administration shall be responsible to fulfill this policy point. If the suspension has not been lifted within 5 business days of the notice of suspension, the members number is permanently retired. If a suspension is lifted after a member's number has been permanently retired, a new member number will be issued.
4. If a Member has been suspended, they shall have 30 days from the date of notification of the suspension to submit a completed CMMOTA Membership Annual Declaration Form.
5. If a Member still does not submit a completed CMMOTA Membership Annual Declaration Form prior to end of the 30-day suspension period, then the next business day of the Association, their Membership shall be immediately cancelled, and the Member shall be notified of the cancellation to their last known email address and to their last known physical address. Administration shall be responsible to fulfill this policy point.
6. For a cancelled Member to be eligible for reinstatement into the Association, a completed CMMOTA Membership Annual Declaration Form must be provided to the Association in advance of application for reinstatement in accordance with CMMOTA Bylaw 3.7.1..

Administrative Procedure:

1. If a Member does not submit a completed CMMOTA Membership Annual Declaration Form by December 31st of a given calendar year, Administration may, at the discretion of the Executive Director, effective the next business day of the Association, immediately suspend their Membership retroactively to January 1st, and shall inform all necessary parties of the suspension, including the Member at their last known email address. Administration shall include in the notice to the Member



that if the requirement to provide CMMOTA with a completed CMMOTA Membership Annual Declaration Form is not completed within 30 days, that Member shall have their Membership cancelled.

2. If a Member fails to provide a completed CMMOTA Membership Annual Declaration Form prior to end of the 30-day suspension period, then the next business day of the Association, Administration will immediately cancel their Membership, and shall inform all necessary parties of the cancellation, including the Member at their last known email address and their last known physical address.
3. Administration shall track any outstanding need for a completed CMMOTA Membership Annual Declaration Form, attaching the information to the cancelled Members file, so that in the case of requested reinstatement into the Association, Administration will have a record of all outstanding items that need to be provided by the cancelled Member before reinstatement of Membership will be considered in accordance with CMMOTA Bylaw 3.7.1..

Member Procedure:

1. If a Member chooses not to provide CMMOTA with a completed CMMOTA Membership Annual Declaration Form by December 31st of each calendar year, they accept the responsibility of having their Membership suspended and subsequently having their Membership cancelled for non-compliance.

Original Date of Policy Adoption: January 18, 2021

Date of Last Policy Revision: September 13, 2023



Duty to Report Abuse Policy

Purpose:

- To provide guidance to members who through their clinical practice become aware of or suspect that an individual is experiencing some form of abuse.

Policy:

1. Rules regarding the reporting of abuse differ from province to province. Please contact your local police detachment to find out what duty or ability you have, if any, to report suspected abuse.
2. If a client discloses to you that they are being abused, please be sure to include a statement to that effect in your treatment notes.
3. If you see signs of potential physical abuse (bruising, wounds, etc.), please be sure to include a statement about what you observed in your treatment notes (*example: The client had a bruise located on the left side at the bottom of their rib cage*).
4. If a client discloses to you that they are abusing someone, please be sure to include a statement to that effect in your treatment notes.

Original Date of Policy Adoption: May 10, 2021

Date of Last Policy Revision:



Education Requirements for Membership Policy

Purpose:

- To provide additional clarification surrounding Educational Requirements for Membership as described in CMMOTA Bylaw's 3.2.1.1., 3.2.2.1., 3.2.3.1., 3.2.3.2., 3.2.4.1., 3.2.5.1., 3.2.6.1., 3.2.7.1., 3.2.9.1., 3.2.11.1., 3.2.12.1., and 3.2.12.2..

Policy:

1. Educational credentials provided by a membership applicant, if possible, will be verified with the educational institution which issued them in accordance with CMMOTA's *Verification of Certificates and Documents Submitted by Members or Membership Applicants Policy*.
2. Education Credentials will only be recognized if:
 - a. CMMOTA deems the credentials to be authentic; and
 - b. The institution either was recognized by CMMOTA on the date which the educational credentials were issued; or
 - c. If the school is able to historically prove that they met the requirements laid out in CMMOTA's *Massage Therapy Approved Schools Policy* or *Manual Osteopathic Therapy Approved Schools Policy* on the date which the educational credentials were issued.
3. Educational credentials issued during any period where the school or programme did not meet the requirements for recognition will not be recognized by the Association as meeting the requirements for membership.
4. Experience will not be considered in lieu of education requirements.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



Emeritus Membership Fees Approval Policy

Purpose:

- To provide clear direction on the setting of Emeritus Membership Fees and what is to be included in the fee.

Policy:

1. Emeritus Membership Fees shall include the lifetime membership cost for an Emeritus Membership.
2. Emeritus Membership Fees do not include any insurance coverage.
3. Should a member choose to come out of retirement, and return to the profession in a working capacity, their emeritus status would be revoked, and in order to re-enter the membership class, a new Emeritus Membership Fee would apply.
4. The Board of Directors shall, by Motion, set Emeritus Membership Fees for the next calendar year no later than November 30 and the Emeritus Membership Fees shall be published by Administration to the Membership by email and in the Current Fee Schedule within 10 days of the decision.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



English Language Fluency Policy

Purpose

- To establish policy surrounding the requirement for English language fluency as a part of the requirements for membership with the Canadian Massage and Manual Osteopathic Therapists Association (the Association) as described in CMMOTA Bylaw's 3.2.1.8., 3.2.2.8., 3.2.3.8., 3.2.4.6., 3.2.5.6., 3.2.6.6., 3.2.7.7., 3.2.8.7., 3.2.9.9., 3.2.10.6., and 3.2.11.7..

Policy

1. All applicants must be able to speak and write English with reasonable fluency. Effective communication is essential for the provision of competent, safe, high quality Massage Therapy services. Language fluency enhances public protection by ensuring that members can communicate effectively with clients and other members of the health care team. Membership applicants are required to meet the Association's language fluency requirement prior to acceptance into the Association.
2. An applicant may meet the language fluency requirement by providing proof which is deemed acceptable to the Association of any one of the following:
 - a. An applicant's first and/or primary language is English; or
 - b. An applicant has completed a standardized English language test approved by the Association within the past two years and achieved the required scores set by the Association; or
 - c. The applicant has successfully completed an approved Massage Therapy program that had a minimum language fluency requirement for admission and the program's curriculum included mandatory courses in English communications that were successfully completed by the applicant.
3. The following five methods are acceptable means of demonstrating that the applicant meets the requirement:
 - a. Signing a self-declaration indicating that their first and/or primary language is English; or
 - b. Signing a self-declaration indicating that their secondary school education was completed in English and indicating the name and location of the school; if the applicant completed their education outside of Canada in a country where English is not the primary language of communication and employment, they may be required to provide verification directly from the school regarding language of instruction
 - c. Providing test results from an approved standardized language fluency test demonstrating that they have achieved the minimum scores required by the Association. This report must be submitted directly from the language testing agency to the Association. An applicant must meet the Association's approved minimum scores in each area of one test (i.e., multiple tests cannot be combined); test results will be considered valid for two years from the date the test was administered. The accepted tests and minimum scores are:
 - i. MELA
 1. Writing 7
 2. Speaking 8



3. Listening 8
 4. Reading 8
 - ii. IELTS (GT or AC)
 1. Writing 6.0
 2. Speaking 6.5
 3. Listening 7.5
 4. Reading 6.5
 - iii. TOEFL (internet-based test – iBT)
 1. Writing 20
 2. Speaking 20
 3. Listening 24
 4. Reading 19
 - iv. CanTEST
 1. Writing 3.5
 2. Speaking 4.5
 3. Listening 4.0
 4. Reading 4.0
 - d. Providing evidence in the form of a diploma and transcript from an approved Massage Therapy school that includes acceptable information about the language fluency requirement of admission and the communications-related courses successfully completed by the applicant; or
 - e. Providing to the CMMOTA other compelling evidence of language fluency. This could be, for example, evidence that the applicant completed a university degree in English.
4. An applicant who provides acceptable evidence of fluency by way of one of the five methods listed above will be deemed to have met the language fluency requirement to allow them to register for membership. However, if the Association obtains reasonable grounds to indicate that the applicant may not in fact be reasonably fluent in English, the applicant will be required to submit proof that they have obtained the minimum scores determined by the Association on an approved standardized language fluency assessment in order to complete the registration process.
5. An applicant who cannot provide sufficient evidence of fluency will be notified that they cannot be accepted as a member until they have met the language fluency requirement.

Original Date of Policy Adoption: February 20, 2019

Date of Last Policy Revision: May 8, 2023



Equipment Inspection and Maintenance Policy

Purpose:

- To provide clarification on the Standards of Practice Statement “Ensures that all equipment is cleaned, inspected and maintained on a regular basis. A written record of all repairs, inspection, and maintenance activities must be kept.” This is to ensure that all those attending a clinical space may do so with the lowest of possible risks to accidents caused by defective or improperly maintained equipment.

Policy:

1. Definitions
 - a. Equipment - for the purposes of this Policy refers to anything that is used in the delivery of a therapy treatment or is present in a public space where a client may come in contact with the object. These may include such items as a treatment table, carrying case for table, treatment chair, therapist chair, waiting room chairs, therapist stool, fan, beverage dispenser, electric heaters, electric table warmers, electric blankets, massage tools (such as IASTM, or glass suction cups, or plastic suction cups, etc.), hot stone warmer, microwave, hydrotherapy devices (hot water bottles, rice/wheat bags, etc.), rugs, plastic runners, shelving units, cabinet units including cabinet doors, sink, toilet, etc. This list is not meant to be exhaustive and will change based on the clinical setting.
 - b. Logbook – a record, either in paper form, or digital form, where physical inspections, maintenance, and repair information is maintained on all relevant equipment contained within the clinical setting.
2. Cleaning is covered under the CMMOTA *Cleaning and Disinfection Policy*.
3. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for equipment inspection used in the provision of treatment belongs to the therapist.
4. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for equipment inspection not used in the provision of treatment belongs to the equipment owner.
5. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for equipment maintenance belongs to the equipment owner.
6. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for maintaining a logbook for equipment inspection used in the provision of treatment belongs to the therapist.
7. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for maintaining a logbook for equipment inspection not used in the provision of treatment belongs to the equipment owner.
8. Unless otherwise stated in an employment contract, or a contractor contract, or a sub-contractor contract, the responsibility for maintaining a logbook for equipment maintenance belongs to the equipment owner.
9. Any equipment used during a treatment should be visually inspected before use.



10. Any equipment that is damaged should not be used until it has been properly maintained.
11. Any equipment which is used for treatment delivery on a daily basis should be physically inspected on a daily basis. This would include such items as massage tools, treatment table, or a treatment chair, as examples. This physical inspection must be recorded in a logbook. An example of an Equipment Inspection and Maintenance Logbook is included as *Appendix 14: Equipment Inspection and Maintenance Logbook Template* and is available in an editable Word document upon request to the Association.
12. Any equipment not used for treatment delivery on a daily basis, should be physically inspected on a monthly basis. This inspection must be recorded in a logbook.
13. Any time a piece of equipment requires ongoing maintenance, as per manufacturers instructions, that maintenance must be recorded in a logbook.
14. Any time a piece of equipment requires repair, the repair must be recorded in a logbook.
15. All equipment logs must be maintained for a minimum of 2 years from the date of log entry, or until a piece of equipment is disposed of.
16. If a piece of equipment is involved in an accident, then the equipment logbook must be maintained for a minimum of 10 years from the date of the incident.

Original Date of Policy Adoption: November 23, 2020

Date of Last Policy Revision: June 26, 2021



Establishment of a Disciplinary Committee

Purpose:

- To establish policy and procedure surrounding the establishment of a Disciplinary Committee, the purpose of the Disciplinary Committee, the application process for a potential Member of the Disciplinary Committee, the compensation to be provided for service on the committee, and term limits for appointed committee Members.

Policy:

1. The Board of Directors shall establish a standing Disciplinary Committee comprised of not less than 3 and not more than 12 Members of the Association who are in good standing with the Association.
2. The Board of Directors shall at their first meeting of the calendar year appoint a member of the Disciplinary Committee to serve as the chair of the committee. The Chair appointed may sit as a Member of any Disciplinary Committee hearing. The purpose of the Chair is to:
 - a. Be a liaison between the rest of the Members of the Disciplinary Committee and the Board of Directors and/or the Executive Director and/or the Head of the Professional Conduct and Complaints Department.
 - b. To chair the meetings of the Disciplinary Committee.
3. The Purpose of the Disciplinary Committee will be:
 - a. To review evidence forwarded to them by the head of the Professional Conduct and Complaint Department regarding a formal complaint against a Member
 - b. To oversee and hear evidence at Disciplinary Hearings
 - c. To recommend disciplinary actions to the Board of Directors regarding Members who have been investigated regarding a complaint made by the general public; or who have been investigated as a result of conduct that brings the Member into non-compliance with either the Bylaws of the Association or the Policies of the Association; or who have been investigated on recommendation by the Executive Director; or have been recommended by the Investigation Committee to undergo a Disciplinary Hearing by the Association regarding such matter(s).
4. The Board of Directors are not bound to enforce disciplinary measures recommended by the Disciplinary Committee or by the Disciplinary Hearing Panel.
5. Appointment of the Disciplinary Committee shall occur as follows:
 - a. Administration shall call for applications throughout the year, in order to fill any vacant spots on the Disciplinary Committee. The call shall be made to all Members of the Association who are in good standing by way of email or publication in the CMMOTA Knead to Know newsletter.
 - b. Application submission will remain open until the maximum number of committee members has been filled.
 - c. Applications received shall be reviewed by Administration for eligibility.



- d. The Board of Directors will review the eligible applications and will appoint Members from the eligible applications received to serve for a 2-year term on the Disciplinary Committee.
 6. The Board of Directors may terminate the service of a Disciplinary Committee Member at any time, for any reason it deems appropriate, by way of motion of the Board of Directors.
 7. Disciplinary Committee Terms, Term Limits and Eligibility Requirements
 - a. Term
 - i. Shall be 2 years from the date of appointment. If a Member has been appointed to a specific hearing, and the hearing has not yet concluded, they shall remain on the Committee until such a time as the hearings that they are involved with have come to a conclusion.
 - b. Term Limits
 - i. A Disciplinary Committee Member may serve 3 consecutive 2-year terms, but then must take a minimum of a 1-year break, before being eligible to serve on the committee again.
 - c. Eligibility Requirements
 - i. An applicant must be a Member in good standing with the Association.
 - ii. An applicant cannot be a Student or Associate Member of the Association.
 - iii. An applicant cannot be a Member of the Board of Directors.
 - iv. An applicant cannot be a Member of the Investigation Committee.
 - v. An applicant cannot be a Member of the Administration.
 - vi. An applicant cannot be a Member of the Appeal Committee.
 8. Compensation
 - a. A Disciplinary Committee Member shall receive 4 CEC each year provided that they attend the annual training day. There will not be any monetary compensation for either the annual training day, or any Disciplinary Committee meetings.
 - b. A Disciplinary Committee Member shall receive an additional 4 CEC for each Disciplinary Hearing they sit on.
 - c. A Disciplinary Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in the hearing.
 - d. If attendance at a Disciplinary Hearing requires travel by a Disciplinary Committee Member, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
 - e. One meal and refreshments will be provided for a Disciplinary Committee Member during the hearing, provided that the hearing and writing of the Disciplinary Hearing Report extends past 3 hours.
 - f. If a hearing extends past one day, a Disciplinary Committee Member will be provided a hotel room at the expense of the Association.
 - g. If the location of the hearing is more than 300 km from the Disciplinary Hearing Committee Member's place of residence, a hotel room may be provided at the expense of the Association.
 9. Other Requirements



- a. The committee as a whole shall meet for committee training once per year. Members of the committee must complete this training before they are allowed to sit on a Disciplinary Committee Hearing. There shall be no monetary compensation for the training day.
10. Resignation
- a. A Disciplinary Committee member may resign during their term by providing a letter of resignation to the Executive Director of the Association. If they are sitting on a Disciplinary Hearing panel, the appointed alternate shall replace them.
- **Appendix 5 Contains a Copy of the Disciplinary Committee Application Form.**

Original Date of Policy Adoption: March 30, 2020

Date of Last Policy Revision: June 20, 2022



Establishment of an Appeals Committee

Purpose:

- To establish policy and procedure surrounding the establishment of an Appeals Committee, the purpose of the Appeals Committee, the application process for a potential Member of the Appeals Committee, the compensation to be provided for service on the Committee, and term limits for appointed Committee Members.

Policy:

1. The Board of Directors shall establish a standing Appeals Committee comprised of not less than 3 and not more than 12 Members of the Association who are in good standing with the Association.
2. The Board of Directors shall at their first meeting in the calendar year appoint a member of the Appeals Committee to serve as the chair of the committee. The Chair may serve as a Member of any appeal hearing. Their purpose is to:
 - a. Be a liaison between the rest of the Members of the Appeals Committee and the Board of Directors and/or the Executive Director and/or the Head of the Professional Conduct and Complaints Department.
 - b. To chair the meetings of the Appeals Committee.
3. The Purpose of the Appeals Committee will be:
 - a. To review any written submission for an Appeal in accordance with Section 21 of the *Disciplinary Policy for Complaints*.
 - b. To determine if an appeal shall be dismissed, or if an appeal hearing shall be called.
 - c. If a decision is made to dismiss an appeal, the committee shall report their findings to the Board of Directors, the complainant, and the member, including the reasons for an appeal dismissal.
 - d. To appoint 3 members of its committee to sit at an appeal hearing, as described in Section 21 of the *Disciplinary Policy for Complaints*.
 - e. To review on an annual basis (once per calendar year) all hearings which have been conducted by members of the committee.
4. The Purpose of an Appeal Hearing Panel, in accordance with the *Disciplinary Policy for Complaints* shall be:
 - a. To oversee and hear new evidence at an appeal hearing in accordance with section 21 of the *Disciplinary Policy for Complaints*.
 - b. After hearing an appeal, to report their findings of the hearing and provide reasons for its recommendations in an Appeal Hearing Report to the Board of Directors, the complainant, and the member in accordance with section 21 of the *Disciplinary Policy for Complaints*.
5. The Board of Directors are not bound to follow the recommendations provided by the Appeal Board.
6. Appointment of the Appeals Committee shall occur as follows:
 - a. Administration shall call for applications throughout each year, in order to fill any vacant spots on the Appeals Committee. The call shall be made to all



- Members of the Association who are in good standing by way of email or publication in the CMMOTA Knead to Know newsletter.
- b. Application submission will be open until the maximum number of committee members has been filled.
 - c. Applications received shall be reviewed by Administration for eligibility.
 - d. The Board of Directors will review the eligible applications and will appoint Members from the eligible applications received to serve for a 2-year term on the Appeals Committee.
7. The Board of Directors may terminate the service of an Appeals Committee Member at any time, for any reason it deems appropriate, by way of motion of the Board of Directors.
8. Appeals Committee Terms, Term Limits and Eligibility Requirements
- a. Term
 - i. Shall be 2 years from the date of appointment. If a Member has been appointed to a specific appeal, and the appeal has not yet concluded, they shall remain on the Committee until such a time as the appeal(s) that they are involved with have come to a conclusion.
 - b. Term Limits
 - i. An Appeal Committee Member may serve 3 consecutive 2-year terms, but then must take a minimum of a 1-year break, before being eligible to serve on the committee again.
 - c. Eligibility Requirements
 - i. An applicant must be a Member in good standing with the Association.
 - ii. An applicant cannot be a Student or Associate Member of the Association.
 - iii. An applicant cannot be a Member of the Board of Directors.
 - iv. An applicant cannot be a Member of the Disciplinary Committee.
 - v. An applicant cannot be a Member of the Administration.
 - vi. An applicant cannot be a Member of the Investigation Committee.
9. Compensation
- a. An Appeals Committee Member shall receive 4 CEC each year provided that they attend the annual training day. There will not be any monetary compensation for either the annual training day, or any Appeals Committee meetings.
 - b. An Appeals Committee Member shall receive an additional 4 CEC for each Appeal Hearing they sit on.
 - c. An Appeals Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in any Appeal Hearing they sit on.
 - d. If attendance at an Appeal Hearing requires travel by an Appeals Committee Member, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
 - e. One meal and refreshments will be provided for an Appeals Committee Member during the hearing, provided that the hearing and writing of the Appeals Hearing Report extends past 3 hours.



- f. If a hearing extends past one day, an Appeals Hearing Committee Member will be provided a hotel room at the expense of the Association.
 - g. If the location of the hearing is more than 300 km from the Appeals Hearing Committee Member's place of residence, a hotel room may be provided at the expense of the Association.
10. Other Requirements
- a. The committee as a whole shall meet for committee training once per year. Members of the committee must complete this training before they are allowed to sit on an Appeal Hearing. There shall be no monetary compensation for the training day.
11. Resignation
- a. An Appeals Committee member may resign during their term by providing a letter of resignation to the Executive Director of the Association. If they are sitting on an Appeals Hearing panel, the Appeals Committee shall appoint an alternate to replace them.
- **Appendix 11 Contains a Copy of the Appeals Committee Application Form.**

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: June 20, 2022



Establishment of an Investigation Committee

Purpose:

- To establish policy and procedure surrounding the establishment of an Investigation Committee, the purpose of the Investigation Committee, the application process for a potential Member of the Investigation Committee, the compensation to be provided for service on the Committee, and term limits for appointed Committee Members.

Policy:

1. The Board of Directors shall establish a standing Investigation Committee comprised of not less than 3 and not more than 12 Members of the Association who are in good standing with the Association.
2. The Board of Directors shall at their first meeting in the calendar year appoint a member of the Investigation Committee to serve as the chair of the committee. The Chair may serve as a Member of any investigation. Their purpose is to:
 - a. Be a liaison between the rest of the Members of the Investigation Committee and the Board of Directors and/or the Executive Director and/or the Head of the Professional Conduct and Complaints Department.
 - b. To chair the meetings of the Investigation Committee.
3. The Purpose of the Investigation Committee will be:
 - a. To have a committee on which the head of the Professional Conduct and Complaints Department may draw on to appoint individuals to form an investigation team to conduct an investigation into a formal complaint which has been made against a member.
 - b. To review on an annual basis all investigations which have been conducted by members of the committee.
4. The Purpose of an Investigation Team, in accordance with the Disciplinary Policy for Complaints shall be:
 - a. To interview all necessary parties relevant to the complaint.
 - b. To Review all relevant records regarding the complaint.
 - c. To conduct an inspection of the members workplace, if relevant to the complaint.
 - d. To examine, providing that consent has been granted by the Complainant (see Appendix 9: Consent Form to Examine Confidential Information and Treatment Records), any confidential information and/or medical records related to the alleged offence, and to request a copy of said documents to be placed on record with the investigation file.
 - e. Following the completion of their investigation, provide a written recommendation to the head of the Professional Conduct and Complaints Department whether:
 - i. The matter should be referred to the Disciplinary Committee for a hearing; or
 - ii. The matter should be referred to the Executive Director and/or appointed facilitator to mediate between the Complainant and Member; or
 - iii. The Complaint should be dismissed.



- f. To forward a copy of all material gathered, to either the Disciplinary Committee, or to the party conducting the mediation.
5. The head of the Professional Conduct and Complaints Department is not bound to follow the recommendations provided by an Investigation Team.
6. Appointment of the Investigation Committee shall occur as follows:
 - a. Administration shall call for applications throughout each year, in order to fill any vacant spots on the Investigation Committee. The call shall be made to all Members of the Association who are in good standing by way of email or publication in the CMMOTA Knead to Know newsletter.
 - b. Application submission will be open until the maximum number of committee members has been filled.
 - c. Applications received shall be reviewed by Administration for eligibility.
 - d. The Board of Directors will review the eligible applications and will appoint Members from the eligible applications received to serve for a 2-year term on the Investigation Committee.
7. The Board of Directors may terminate the service of an Investigation Committee Member at any time, for any reason it deems appropriate, by way of motion of the Board of Directors.
8. Investigation Committee Terms, Term Limits and Eligibility Requirements
 - a. Term
 - i. Shall be 2 years from the date of appointment. If a Member has been appointed to a specific investigation, and the investigation has not yet concluded, they shall remain on the Committee until such a time as the investigation(s) that they are involved with have come to a conclusion.
 - b. Term Limits
 - i. An Investigation Committee Member may serve 3 consecutive 2-year terms, but then must take a minimum of a 1-year break, before being eligible to serve on the committee again.
 - c. Eligibility Requirements
 - i. An applicant must be either a Member in good standing with the Association.
 - ii. An applicant cannot be a Student or Associate Member of the Association.
 - iii. An applicant cannot be a Member of the Board of Directors.
 - iv. An applicant cannot be a Member of the Disciplinary Committee.
 - v. An applicant cannot be a Member of the Administration.
 - vi. An applicant cannot be a Member of the Appeals Committee.
9. Compensation
 - a. An Investigation Committee Member shall receive 4 CEC per year provided that they take part in the annual training day. There will not be any monetary compensation for either the annual training day, or any Investigation Committee meetings.
 - b. An Investigation Committee Member shall receive an additional 4 CEC for the work that they do as part of an Investigation Team.



- c. When involved as a member of an investigation team, an Investigation Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in the investigation. Compensation shall be as follows:
 - i. Less than 1 hour – No compensation
 - ii. 1-2 hrs - \$50
 - iii. 2-4 hrs - \$100
 - iv. 4-6 hrs - \$150
 - v. 6-8+ hrs - \$200
 - d. If an investigation requires travel, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
 - e. Investigation Committee members shall be responsible for their own meals during the investigation process.
 - f. In the case that an investigation requires overnight travel, the member(s) of an Investigation Team will be provided with a hotel room at the expense of the Association.
10. Other Requirements
- a. The committee as a whole shall meet for committee training once per year. Members of the committee must complete this training before they are allowed to sit on an Investigation Team. There shall be no monetary compensation for the training day.
11. Resignation
- a. An Investigation Committee member may resign during their term by providing a letter of resignation to the Executive Director of the Association. If they are sitting on an Investigation Team, the Executive Director shall appoint a replacement for the member.

- **Appendix 10 Contains a Copy of the Investigation Committee Application Form.**

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: September 12, 2022



Establishment, Revision, or Review of Policy, Procedure, or Appendix Documents **Policy**

Purpose:

- To provide written guidance for the establishment of Association Policy, and the establishment of procedures surrounding approved policy. The Association's policies and procedures are meant to be living documents. As such, it is necessary from time to time to establish new policy or new procedures or to revise these important governance and operating documents of the Canadian Massage and Manual Osteopathic Therapists Association. Furthermore, it is important to keep these documents refreshed on a minimum of an annual basis by way of annual review.

Policy:

1. Directors shall on a regular basis, review and make any recommendations to the Executive Director for Administration to draft changes to the Policies of the Association.
2. Administration shall, on an annual basis, following the Annual General Meeting, review all policy of the Association and make recommendations to the Board of Directors at a meeting of the Board, for updates or additions to the Policies of the Association. This is done to ensure that policies remain in agreement with any changes made to the bylaws of the Association at an Annual General Meeting and provides opportunity to also ensure that policies are kept up to date with appropriate legislation and current best practices for the professions which the Association represents.
3. Administration shall, as is required by the business of the Association, draft revisions to established policy, or draft new policy, to recommend to the Board of Directors for revision or addition to the Policies of the Association.
4. Policy and board procedures shall be established, revised, or rescinded by motion of the Board of Directors.
5. All new policy or policy changes shall be drafted by Administration and shall be subject to both Administration review and Directors' review, prior to being presented for discussion and decision at a Board of Directors meeting.
6. All new administration procedures or administration procedure changes shall be drafted by Administration and shall be subject to Administration review prior to being approved by the Executive Director.
7. All new board procedures or changes to board procedures shall be drafted by Administration and shall be subject to Administration review and Directors' review, prior to being present for discussion and decision at a Board of Directors meeting.
8. All member procedures, whether new or changes, shall be drafted by Administration and shall be subject to Administration review prior to being approved by the Executive Director.
9. Policy additions, revisions, or notice of policy rescindment shall be published to the Membership of the Association in the next Membership Policy and Procedure Handbook update for their information.



10. Member procedure additions, revisions, or notice of procedure rescindment once approved shall be published to the Membership of the Association for their information in the next Membership Policy and Procedure Handbook update.
11. All changes made to policy, whether new policy, revised policy, or policy rescindment, shall come into effect 30 days following the publication of the update to the membership, unless otherwise stated in the motion passed by the Board.
12. All changes made to member procedures, whether new procedures, revised procedures, or procedure rescindment, shall come into effect immediately following the publication of the update to the membership.
13. Appendixes are not policy, but rather supplemental documents to assist in the implementation of policy. All appendix documents except those listed below in Policy #14, whether new or revised, shall be drafted by Administration and shall be subject to review by Administration prior to being approved by the Executive Director. Once approved, an appendix will be circulated to the Board of Directors as information at the next Board of Directors meeting and will be published to the Membership of the Association in the next Membership Policy and Procedure Handbook update.
14. The following Appendixes, when revised, shall be drafted by Administration and shall be subject to review by Administration and Directors, prior to coming forward at a Board Meeting for approval by the Board of Directors. Once approved, these appendixes will be published to the Master Policy and Procedure Handbook update.
 - a. Appendix 2 – Board of Directors Remuneration and Expense Reimbursement Schedule
 - b. Appendix 3 – Administration Expense Reimbursement Schedule

Original Date of Policy Adoption: February 11, 2020

Date of Last Policy Revision: March 5, 2024



External Committee or Organization Appointment and Compensation Policy and Procedure

Purpose:

- To establish policy surrounding the appointment of members to serve on external committees, and to provide details surrounding compensation for participation in an external committee resulting from appointment to that committee, and to provide clarification on the rescindment of an external committee appointment.

Policy:

1. The Board may by motion appoint, with mutual consent, a member in good standing with the Association to serve on an external committee or organization.
2. The Board may rescind, by motion, the appointment of any member serving on an external committee or organization.
 - a. In such cases Administration shall inform the chair of the external committee or organization, or their alternate of the rescindment of the appointee by written communication.
3. Once appointed, the appointee shall serve on the committee for the duration of the committee or organization, or until they resign the appointment in writing to the Executive Director or their appointment is rescinded by motion of the Board.
4. A member appointed to an external committee or organization shall be responsible to report to the Board on a not less than quarterly basis any relevant activities of the committee or organization. Where the committee or organization has multiple appointments, the report should be generated jointly by all CMMOTA appointees serving on the committee or organization.
5. A member appointed to an external committee or organization shall receive 3 CEC's annually for their participation as a committee member.
6. Expenses incurred by an appointee in the fulfillment of their duties as an external committee or organization member which are contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* may be reimbursed upon submission to the Executive Director.
7. Expenses incurred by an appointee in the fulfillment of their duties as an external committee or organization member which are not contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* but fall within a budgeted expense must be approved by the Executive Director.
8. Expenses which are not contemplated in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, and do not fall within a budgeted expense must receive approval from the Executive Director prior to the expenditure being made.
9. Expenses claimed must be submitted within 60 days from date incurred.
10. Expenses shall be reimbursed in accordance with the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* which was in place at the time the expense occurred.
11. Mileage rates as described in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule* shall reflect the reasonable per kilometer



- allowance set by the Canada Revenue Agency and will be adjusted in accordance with any rate changes set forth under that Canada Revenue Agency guidance.
- a. Where possible an appointee should ride share. Where ride share is available, but not participated in, the expense cannot be claimed.
12. An appointee shall be entitled to receive per diem compensation, as outlined in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, for the following:
- a. Attendance at a meeting of the external committee or organization.
 - b. For Travel when:
 - i. Travel to and from a meeting/function exceeds a cumulative of 20 kms and travel is undertaken the same day as the meeting; or
 - ii. Travel to and from a meeting/function exceeds a cumulative of 350 kms and travel is undertaken before or after the date of the meeting.
13. Total per diem claims shall not exceed one and one half per diems per day.
14. Time calculated for per diem shall include travel time to and from the meeting/function. If travel does not take place on the day of the meeting/function, then it shall be calculated under the regular per diem rate as described in *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*.
15. Per diem claims must be submitted within 60 days of the meeting/function.
16. An appointee shall not be entitled to receive per diem compensation for:
- a. Attendance at a meeting which lasts less than 2 hours including travel time.
 - b. Meeting preparation, including reading of meeting packages.
 - c. Completion of any other duties which they accept from the committee or organization.

Appointee Procedure:

1. Per Diem claims shall be submitted on a monthly basis by an appointee to the Executive Director.
2. Expense claims shall be submitted on a monthly basis by an appointee to the Executive Director.

Administration Procedure:

1. Per Diems once submitted shall be paid within 30 days.
2. Expenses which are considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, shall be paid within 30 days.
3. Expenses which are not considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, but do fall within budgeted expenses, once approved shall be paid within 30 days.
4. Expenses which are not considered under the *Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule*, and do not fall within the Associations budgeted expenses, if they have received prior approval from the Executive Director shall be paid within 30 days.

Original Date of Policy Adoption: May 8, 2023



Date of Last Policy Revision:



Fee Schedule Policy

Purpose:

- To clearly establish which CMMOTA association fees amounts are to be set by administration, and which are to be set by the Board of Directors, and the process of notifying members of changes to the *CMMOTA Fee Schedule*.

Policy:

1. The Board of Directors shall be responsible to set the following fees on not less than an annual basis:
 - a. New RMT Student Membership Fees
 - b. New MOT Student Membership Fees
 - c. New RMT Associate Membership Fees
 - d. New RMT Full Membership Fees
 - e. New MOT Full Membership Fees
 - f. New Full RMT & MOT Membership Fees
 - g. New Associate RMT & Full MOT Membership Fees
 - h. New Inactive Massage Therapist Membership Fee
 - i. New Inactive Manual Osteopathic Therapist Membership Fee
 - j. Emeritus Membership Fee
 - k. RMT Student Membership Annual Renewal Fees
 - l. MOT Student Membership Annual Renewal Fees
 - m. RMT Associate Membership Annual Renewal Fees
 - n. RMT Full Membership Annual Renewal Fees
 - o. MOT Full Membership Annual Renewal Fees
 - p. Full RMT & MOT Membership Annual Renewal Fees
 - q. Associate RMT & Full MOT Membership Annual Renewal Fees
 - r. Inactive Massage Therapist Membership Annual Renewal Fee
 - s. Inactive Manual Osteopathic Therapist Membership Annual Renewal Fee
 - t. Reactivation Fee of a Cancelled Membership
 - u. Administrative Fee to process renewals past the deadline of Dec. 31
 - v. International Credential Assessment Fee
 - w. In-Lieu AGM Absence Fee
 - x. Membership Certificate Replacement Fee
 - y. Membership Certificate Seal Replacement Fee
 - z. Disciplinary Hearing Panel Fee
 - aa. Complaints Appeal Fee
 - ~~bb.~~ Member Course Developer Continuing Education Course Evaluation Fee
 - cc. Member Course Developer Continuing Education Course Re-evaluation Fee
2. Fees which the Board of Directors are responsible for, may be changed by motion of the Board.
3. Administration shall be responsible to set the following fees on not less than an annual basis:
 - ~~a.~~ Non-Member Course Developer Continuing Education Course Evaluation Fee
 - ~~b.~~ Non-Member Course Developer Continuing Education Course Re-Evaluation Fee



- c. Trade Show Registration Fee
 - d. Course or Career Advertising Fees
 - e. Annual Mail Out Advertising Fees
 - f. Knead to Know Newsletter Advertising Fees
 - g. Direct to Email Marketing Advertising Fees
 - h. School Approval System Fees
4. Fees which Administration is responsible for, may be changed at the discretion of the Executive Director.
 5. The Executive Director shall inform the Board of Directors of any change in fees which administration is responsible to set, at the next meeting of the Board of Directors following the change. This shall be for information purposes only and should be documented in the Boards Minutes as being accepted for information.
 6. Changes to fees, once made, shall be published to the membership by administration through regular channels, which may include but are not limited to, email, regular post, association website, or members only social media outlets.
 7. The Executive Director may, at their discretion, offer promotional discounts to Membership fees which have been set by the Board of Directors.

Original Date of Policy Adoption: January 23, 2022

Date of Last Policy Revision: March 5, 2024



Inactive Membership Policy

Purpose:

- To provide clear written standards for moving from active to inactive membership, and vice versa, and to clarify membership responsibilities which are required to be fulfilled where a lapse in active membership has occurred.

Policy:

1. When an active member wishes to go on an extended leave from practice, they may apply to have their membership moved to inactive status.
2. The administration fee to move from active to inactive status shall be set by motion of the Board of Directors on an annual basis prior to November 30.
3. When moving from active to inactive status when membership fees have been paid for that membership year, no additional membership fee for inactive membership will be charged.
4. No refund of membership fees shall be granted in exchange for moving to inactive membership status.
5. Where changes in membership are made during a calendar year when full membership has been paid, prorated credit for the difference of membership fees, less insurance, will be added to the inactive member's account.
6. The professional liability insurance of a member moving to inactive status shall be cancelled on the date that inactive status takes effect. No refund for professional liability insurance cancellation shall be provided.
7. An inactive member may apply to return to active status. They must meet all of the requirements for membership in the class which they are looking to return to active status in.
8. Membership fees paid for inactive membership shall be applied on a prorated basis to New Membership Fees.
9. New Membership Fees owing must be paid in full before membership reactivation.
10. Inactive members returning to active status must secure Professional Liability Insurance through the Associations insurance broker. Fees associated with Professional Liability Insurance are not included in the New Membership Fee.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



Member Examination of Association Books, Records and Documents Policy and Procedure

Purpose:

- To provide policy and procedure for CMMOTA Bylaw 7.4.2. which reads: “A member, in good standing, may inspect the books, records and documents of the Association at the Registered and Records Office, upon reasonable notice during regular business hours.”

Policy:

1. Any member who is in good standing with the Association has the right to request to inspect the books, records, and documents of the Association at the Registered and Records Office of the Association. This request must be made in writing delivered by email to info@cmmota.com, or by fax to (403)517-7675, or by regular post to the CMMOTA Office. This request must include:
 - a. The Full Name and Member Number of the member making the request; and,
 - b. A current email address and telephone number for the member making the request; and,
 - c. A list of the books, documents, and records which the member wishes to inspect.
2. Once a request has been received in writing to inspect the books, records, and documents of the Association, administration shall within 10 business days of receipt of the request contact the member to arrange a date and time during which the inspection of the books, records and documents of the Association may take place. This should take place within 30 days of the receipt of the request.
3. Inspection of the books, records, and documents is only to take place during the regular business hours of the Association.
4. Prior to the inspection of the books, records, and documents of the association, a member wishing to inspect such documents shall sign a *CMMOTA Confidentiality Agreement* (see Appendix 21 – CMMOTA Confidentiality Agreement).
5. During the inspection of the books, records, and documents of the association, a member of the administration team shall be present at all times with the member.
6. All books, records, and documents of the association which may be examined by a member are considered to be proprietary information, and may not be copied, or digitally recorded by a member.
7. Books, records, and documents provided for examination, may be redacted according to direction from the Board of Directors, and in accordance with FOIP and HIPPA legislation prior to their examination.
8. A member, while inspecting the books, documents and records requested, shall not be allowed to have a recording device present.
9. Paper copies may be requested and will be released to a member only by approval of the Board of Directors. Paper copies will be redacted according to direction from the Board of Directors, and in accordance with FOIP and HIPPA legislation. The cost for providing paper copies shall be set by the Board of Directors and shall be published in the fee schedule. A *CMMOTA Confidentiality Agreement* between the receiving



member and the Association shall be required prior to the release of paper copies to the member.

10. Membership files, or disciplinary files, other than a file pertaining to the member requesting to examine them are not available for inspection.
11. Membership Files are considered to be confidential and a members personal file may only be examined by the member. Under no circumstance may a member examine another member's membership file.

Administration Procedure:

1. Upon receipt of a request to examine the books, records, and documents of the Association, a member of the Administration shall contact the member making the request within 10 business days of receipt of the request to arrange a date and time during which the inspection of the books, records, and documents of the Association may take place. If possible, this should take place within 30 days of the receipt of the request.
2. Prior to examination of the books, records, and documents of the Association, Administration shall be responsible to obtain a signed *CMMOTA Confidentiality Agreement* from the member wishing to examine the books.
3. Prior to examination of the books, records, and documents of the Association, Administration shall be responsible to redact information as directed by the Board of Directors which the Board of Directors has ruled are to be considered to be proprietary in nature prior to the examination.
4. Prior to examination of the books, records, and documents of the Association, Administration shall be responsible to redact information in accordance with FOIP and HIPPA legislation.
5. During the inspection of the books, records, and documents of the Association, a member of the administration team shall accompany the member.
6. During the inspection of the books, records, and documents of the Association, the member of the administration team shall ensure that:
 - a. the member is not in possession of a recording device while examining the books, records, and documents of the Association; and
 - b. no document(s) are removed from the Association's premises; and
 - c. no document(s) are copied or digitally recorded by the member.
7. Administration shall collect the prescribed fees for requested copies of books, records, or documents of the Association, from the member requesting said copies.
8. Administration shall obtain a signed *CMMOTA Confidentiality Agreement* from a member prior to the release of copies of any documents to the said member.
9. Administration shall, upon approval and direction from the Board of Directors, provide copies of documents which have been redacted as directed in the policy above.

Board Procedure:

1. The Board of Directors shall be responsible to make any decision on information which may be redacted regarding information which may be considered to be



proprietary in nature prior to the examination of any books, records, or documents by a member.

2. The Board of Directors may, by motion of the Board, allow for the release of any paper copies of any document requested by a member.
3. The Board of Directors shall be responsible to make any decision on information which may be redacted regarding information which may be considered to be proprietary in nature prior to the release of paper copies requested by a member.
4. The Board of Directors shall set a standardized fee for the making and release of paper copies requested by a member, which shall be published in the CMMOTA Fee Schedule.

Member Procedure:

1. To request an inspection of the books, records and documents of the Association, the member must contact the office of CMMOTA via email, fax or regular post with a written request which includes:
 - a. The Full Name and Member Number of the Member providing the request; and,
 - b. A current email address and telephone number for the member making the request; and,
 - c. A list of the books, documents, and records which the member wishes to inspect.
2. The member shall, together with a member of the Administration team, find an agreeable time during regular business hours of the Association during which they may inspect the books, documents, and records which have been requested for inspection.
3. The member shall sign a *CMMOTA Confidentiality Agreement* with the Association prior to the examination of any books, records, or documents.
4. The member shall not remove, copy, or digitally record any document presented for inspection.
5. The member shall be responsible to pay the prescribed fee for any paper copies of documents provided prior to their release.
6. The member shall sign a *CMMOTA Confidentiality Agreement* with the Association prior to the release of any copies of books, documents, or records of the Association.
7. Any copy of books, records, and documents are to be treated as proprietary information, and may not be used for monetary gain, or be distributed to anyone regardless of whether or not they are a member of the association.

Original Date of Policy Adoption: March 22, 2021

Date of Last Policy Revision: September 12, 2022



Member Initiated Membership Cancellation Policy and Procedure

Purpose:

- To provide policy and procedure surrounding the cancellation of Membership as initiated by a Member.

Policy:

1. A Member may voluntarily choose to cancel their membership with CMMOTA for any reason.
2. Membership fees are non-refundable and are considered fulfilled on the first day of the membership period for which they were paid.
3. When cancellation of a membership is initiated by a member, the notice of cancellation must be in writing. Acceptable forms of this are by submission of a completed *Appendix 29 – Membership Cancellation Request Form* through physical mail to the address of the CMMOTA Office, or by fax to the fax number of the CMMOTA Office, or by email to info@cmmota.com.
4. Voluntary withdrawal of membership does not preclude the member from fulfilling the requirements of membership they were responsible to complete while they were a member. Administration at the time of membership cancellation shall determine the following which shall be noted in the member's file, which shall be used to determine outstanding requirements should a former member apply for membership reinstatement:
 - a. Outstanding fees, if any (e.g. AGM-in-lieu fees or Administration Fee for renewals past the deadline).
 - b. Outstanding CEC requirements in accordance with CMMOTA *Membership Requirement – Continuing Education Credits Policy*.
 - i. Where a member-initiated membership cancellation occurs within the last quarter of a CEC cycle (Oct 1-Dec 31) any outstanding CEC requirements must be fulfilled prior to membership reinstatement.
5. When a member initiates voluntary cancellation of their membership through this method, they shall not be required to pay a Membership Reinstatement Fee should they choose to reinstate their membership in the future.
6. If a member has had a disciplinary complaint filed against them, which has not been resolved at the time they choose to cancel their membership, they will still be subject to the CMMOTA's *Disciplinary Complaint Policy*.

Member Procedure:

1. To initiate voluntary membership cancellation a member shall send a completed *Appendix 29- Membership Cancellation Request Form* to the CMMOTA via physical mail to the address of the CMMOTA Office, or by fax to the fax number of the CMMOTA Administrative Offices, or by email to info@cmmota.com.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: September 13, 2023



Membership Cancellation Policy

Purpose:

- To establish guidelines and expectations for administration and members surrounding the cancellation of membership.

Policy:

1. There are two different types of membership cancellation:
 - a. Voluntary Withdrawal of Membership
 - i. This is detailed in the CMMOTA *Member Initiated Membership Cancellation Policy and Procedure*
 - b. Cancellation as a result of Disciplinary Action
2. When a membership is cancelled voluntarily, no membership cancellation notice shall be sent.
3. When a membership is cancelled, because of disciplinary action, a membership cancellation notice shall be sent by Administration to the member by to the last known email address of the member within two business days and by phone call to the last known phone number of the member within five business days.
 - a. The email notice shall include the following:
 - i. The date that the membership cancellation is effective.
 - ii. The reason(s) that the membership is being cancelled.
 - iii. Notice of any outstanding items which would need to be completed in order for membership to be re-instated including:
 1. The number of outstanding CEC credits.
 2. First Aid and Level C CPR certification (provide date of expiry)
 3. Notice that if membership reinstatement occurs more than 90 days from the date of cancellation that a current Vulnerable Sector Check will be required for reinstatement.
 4. A list of any unpaid fees.
 5. Any additional conditions for reinstatement as a result of disciplinary action.
 6. A notice of whether a reinstatement fee would apply.
 - b. The phone call notice shall include:
 - i. The date that the membership cancellation is effective.
 - ii. The reason(s) that the membership is being cancelled.
 - iii. Advising the person that additional information surrounding the membership cancellation has been sent by email.
4. A copy of the membership cancellation notice shall be included in the cancelled member's paper file.
5. Administration shall notify all necessary third parties of the cancellation of membership.

Original Date of Policy Adoption: November 26, 2021

Date of Last Policy Revision: September 13, 2023



Membership Certificate Seals Policy

Purpose:

- To provide clarification on provision of a Membership Certificate Seal following membership renewal, and to clarify limits on replacement seals, due in part to the potential of fraudulent use of the seal.

Policy

1. A Membership Certificate Seal containing the name of the Association and the year for which the seal is valid shall be mailed to the last known mailing address of a member not later than February 28 following the membership renewal date to all members who have completed the membership renewal process and remain in good standing with the Association.
2. Replacement seals, in the case where the renewal package is not received by the member, may be requested free of charge only until June 30 of the year of issuance. Any requests for replacement seals made after June 30 of the year of issuance will require payment of a "Seal Replacement Fee" as prescribed in the *CMMOTA Fee Schedule*.
3. Members may only request replacement seals for years in which they were members in good standing.
4. No replacement seals will be issued for years prior to 2019.
5. Members are to affix the seal received only to the year for which the seal is provided.

Original Date of Policy Adoption: January 23, 2022

Date of Last Policy Revision: March 7, 2022



Membership Number Change Policy and Procedure

Purpose:

- To provide policy surrounding the request for a change of number for a member, and the documentation that will be required by the Association before granting such a request, and who will be notified when a change of number is approved.

Policy:

1. The membership number by which a member shall be recognized is issued at the time that they have completed their registration with the Association as an Associate Massage Therapist Member or as a Full Massage Therapist Member, or as a Registered Massage Therapist Member, or as a Spa Therapist Member, or as a Full Manual Osteopathic Therapist Member.
2. Once a member number has gone inactive, either by a lapse in membership, or a membership suspension or cancellation, the number is permanently retired.
3. The Association determines the number which is issued to a qualified member.
4. In order for a member request to change their membership number with the Association, a member must fill out *Appendix 28 – Membership Number Change Request Form* and submit it to the Association.
5. Administration shall review a submitted *Appendix 28- Membership Number Change Request Form* to determine if the reason(s) for the requested change are sufficient to warrant a membership number change.
6. Upon confirmation of a membership number change, a new membership certificate shall be issued to the member with the updated membership number.
7. Upon confirmation of a membership number change, all necessary third parties shall be notified of the name change.
8. Any fee for a membership number change, shall be set by Motion of the Board of Directors, as part of the current *CMMOTA Fee Schedule*.

Administration Procedure:

1. When requested, administration shall provide a member with a copy of *Appendix 28 – Membership Number Change Request Form*.
2. Administration shall receive any completed *Appendix 28 – Membership Number Change Request Form*, together with payment of the prescribed fee as posted in the *CMMOTA Fee Schedule*. The completed form shall become part of the members paper file with the Association.
3. Administration shall review the requested membership number change to determine if reason(s) for the requested change are sufficient to warrant a membership number change and may approve a membership number change if warranted.
4. If information received regarding a submission for a change of membership number is deemed as being unauthentic or fraudulent in nature, Administration shall refer the matter to the head of the Professional Conduct and Complaints Department for further investigation in accordance with *Verification of Certificates and Documents Submitted by Members or Membership Applicants Policy*.
5. Upon verification of a membership number change, administration shall issue to the member a new membership certificate with the new membership number.



6. Administration shall inform all necessary third parties of the membership number change.

Board Procedure:

1. The Board of Directors shall by Motion of the Board, establish the Change of Membership Number Fee as part of CMMOTA's *Fee Schedule*.

Member Procedure:

1. May submit a completed *Appendix 28 – Membership Number Change Request Form*, together with payment of the prescribed fee to the Association.

Original Date of Policy Adoption: May 10, 2021

Date of Last Policy Revision: June 26, 2021



Membership Reinstatement Policy

Purpose:

- To provide policy and procedure surrounding Membership Reinstatement in Accordance with CMMOTA Bylaw 3.7..

Policy

1. A former Member may apply for membership reinstatement under the following circumstances:
 - a. A former Member who voluntarily cancelled their membership and informed the Association in writing of the date of the cancellation in accordance with CMMOTA's *Member Initiated Membership Cancellation Policy and Procedure*.
 - b. A former Member who had their membership cancelled as a result of one of the following:
 - i. Disciplinary Action which resulted in cancellation of membership, with a ban on membership for a given period of time.
 - ii. Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Professional Liability Insurance.
 - iii. Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Standard First Aid and Level "C" CPR Certification.
 - iv. Cancellation of membership for noncompliance with Membership Requirement to Pay Membership Fees.
 - v. Cancellation of membership for noncompliance with Membership Requirements to maintain a current Vulnerable Sector Check.
 - vi. Cancellation of membership for noncompliance with Membership Requirement for Continuing Education Requirements.
 - vii. Cancellation of membership for noncompliance with Membership Requirement for Annual General Meeting attendance or payment of Fee-in-Lieu.
2. A former Member who had their membership cancelled as a result of Disciplinary Action with a lifetime ban on membership shall not be eligible to apply for membership reinstatement.
3. The Board of Directors shall by motion set the amount of the Membership Reinstatement Fees to be included on the CMMOTA Fee Schedule.
4. Membership Reinstatement Fees, in accordance with the CMMOTA Fee Schedule, will apply to all former Members seeking reinstatement whose membership was cancelled in accordance with *Membership Reinstatement Policy 1.b.i.-vii.*
5. Membership Reinstatement Fees will not apply to former Members whose membership was cancelled in accordance with *Membership Reinstatement Policy 1.a.* and CMMOTA's *Member Initiated Membership Cancellation Policy and Procedure*.
6. The Executive Director shall have the right to waive a Membership Reinstatement Fee at their discretion. If the Executive Director chooses to waive the fee, they shall note the reasons for the waiver in the Member's file.



7. A former Member applying for reinstatement must fulfill the following requirements prior to reinstatement, in addition to the regular requirements for the membership class:
 - a. Pay all outstanding membership fees, or other owed fees, dues, charges, costs and or expenses.
 - b. Fulfill any outstanding Standard First Aid and Level "C" CPR Certification requirements.
 - c. Fulfill any outstanding Vulnerable Sector Check Requirements.
 - d. Fulfill any outstanding CEC Requirements.
 - i. For credit to be granted to fulfill an outstanding CEC requirement the course must have been taken and completed after the start date for the CEC Cycle during which the credits were due. Courses taken before the CEC Cycle in which the credits were required will not be considered for CEC credit.
 - e. Fulfill any other outstanding requirements as may be contained in their previous membership file.
8. A former Member who applies to have their membership reinstated within 90 days of cancellation shall not have to pay a new membership fee if the membership fee was already paid in full for the current membership year. The former Member will be required to pay for a new professional liability insurance policy, directly to the insurance provider.

Administration Procedure:

1. Administration will provide any former member who inquires about membership reinstatement with the appropriate CMMOTA *Membership Reinstatement Form* (see Appendix 15 and/or Appendix 16). This form will contain the following:
 - a. A statement of whether a Reinstatement Fee applies, and the amount of the fee.
 - b. A statement of outstanding items that need to be resolved prior to the application being accepted.
 - c. A statement of new membership fees, if any, that would be due.
2. Administration will receive a completed form for processing from any former Member who qualifies and wishes to apply for Membership reinstatement.
3. Administration shall ensure that all outstanding requirements for reinstatement have been completed prior to processing the Membership Reinstatement application.
4. If the Executive Director chooses to waive a reinstatement fee, they shall provide reason(s) for waiving the fee in writing that shall be attached to the member's file.

Applicant Procedure:

1. A former member wishing to apply for Membership Reinstatement shall contact CMMOTA Administration to obtain a *Membership Reinstatement Form*.
2. A Membership Reinstatement applicant must fulfill any necessary outstanding requirements in full prior to having their Membership Reinstatement Application processed.



3. An applicant for Membership Reinstatement must in addition to any outstanding fees, pay any reinstatement fees and required membership fees in full prior to having their Membership Reinstatement Application processed.

Board of Directors Procedure:

1. The Board of Directors shall, by motion, set the amount for Membership Reinstatement Fees to be included on the CMMOTA Fee Schedule.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: September 13, 2023



Membership Renewal Fee Approval Policy

Purpose:

- To provide clear direction on the setting of Annual Membership Renewal Fees and what is to be included in the fee.

Policy:

1. Membership Renewal Fees shall include the costs for annual membership and the cost of the standard professional liability insurance for each category of membership.
2. Membership Renewal Fees do not include additional insurance fees for optional modalities coverage that are available through the Association's insurance broker. Additional insurance fees for optional modalities coverage shall be added to the member's Renewal Invoice.
3. If a member is required to obtain insurance from another broker outside of the Association's regular insurance broker, the cost of the standard professional liability insurance provided through CMMOTA shall be deducted from the member's Membership Renewal Fee invoice.
4. The Board of Directors shall, by Motion, set Membership Renewal Fees for the next calendar year no later than September 30 and the Membership Renewal Fees shall be published by Administration to the Membership by email and in the Current Fee Schedule within 10 days of the decision.
5. The Board of Directors shall, by Motion, set the deadline date for payment of Membership Fees, no later than September 30 and the deadline shall be published by Administration to the membership at the time of invoicing of the Membership Renewal Fees.
6. The Board of Directors shall, by Motion, set the Administration Fee to Process Renewals past the Deadline for the next calendar year, no later than September 30 and Administration shall publish this fee to the Membership by email and in the Current Fee Schedule within 10 days of the decision.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



Membership Requirement – Annual Declaration Policy

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to submit an Annual Declaration form as part of the requirement for Membership Renewal in accordance with CMMOTA Bylaw's 3.5.1.1.7., 3.5.1.2.7., 3.5.1.3.5., 3.5.1.4.4., 3.5.1.5.4., 3.5.1.6.9., 3.5.1.7.7., 3.5.1.8.1., 3.5.1.9.1., 3.5.1.10.1., 3.5.1.11.1., and 3.5.1.12..
- The purpose of the Annual Declaration is to provide on a minimum of a yearly basis the information requested on the form to the Association in order to keep the members information up to date with the Association.

Policy:

1. All members of the Association are required to submit an Annual Declaration as part of the annual membership renewal or, in the case of Emeritus Membership for membership maintenance. An Example of this form can be found under *Appendix 20 – CMMOTA Membership Annual Declaration Form*.
2. Administration shall prepare the CMMOTA Membership Annual Declaration Form.
3. Administration shall provide the form for the given year not less than 60 days prior to the deadline for the remittance of Membership Renewal Fees, by email to the last known email address of each member.
4. The completed Annual Declaration must be returned to the offices of CMMOTA not later than December 31st.
5. Administration shall review all Annual Declarations received from membership and shall update a member's profile when new information is provided by the member.
6. If a member discloses information which calls into question their ability to remain a member, a Disciplinary Complaint may be initiated at their discretion the Executive Director in accordance with CMMOTA Policy.
7. If a member discloses information surrounding entering into a peace bond, or criminal charges which have been brought against a member, at the discretion of the Executive Director, Administration may require that additional information be provided by the member within not less than 90 days of the request for additional information. Failure to provide requested information may result in the Executive Director initiating a Disciplinary Complaint in accordance with CMMOTA Policy.
8. If a member is found to have provided false information on their annual declaration, a Disciplinary Complaint may be initiated at their discretion the Executive Director in accordance with CMMOTA Policy.
9. If a Member does not submit a completed CMMOTA Membership Annual Declaration Form before the December 31st deadline, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Submission of Annual Declaration Forms*.

Original Date of Policy Adoption: January 18, 2021

Date of Last Policy Revision: January 23, 2024



Membership Requirement - Annual General Meeting Attendance Policy and Procedure

Purpose:

- To establish a framework surrounding CMMOTA Bylaw 3.5.1.1.1., 3.5.1.2.1., 3.5.1.6.2., and 3.5.1.7.1., which stipulates the requirements for AGM attendance during a 3-year CEC cycle.

Policy:

1. Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist members are responsible to attend at least one Annual General Meeting (AGM) during every three-year Continuing Education Credit (CEC) cycle. During this period of time, it is the responsibility of each Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist member to attend a minimum of one (1) AGM, or to pay a fee-in-lieu as prescribed in CMMOTA Bylaw 3.5.1.1.1., CMMOTA Bylaw 3.5.1.2.1., CMMOTA Bylaw 3.5.1.6.2., and CMMOTA Bylaw 3.5.1.7.1. which is specified in the Current CMMOTA Fee Schedule. **All other classes of Membership are not required to attend an AGM once per three-year cycle.**
2. Members who join the Association after the AGM held during the second year of the CEC cycle are exempted from attending one AGM until the CEC cycle is renewed.
3. Administration shall be responsible to record AGM attendance.
4. Methods for AGM attendance shall be determined by the Board of Directors.
5. All Members attending an Annual General Meeting virtually must remain connected to the meeting for a minimum of 50% of the total time of the meeting in order to receive credit for attendance at the meeting.
 - a. Members are responsible for their own connectivity, and any inability to connect will not be considered a valid excuse for non-attendance.
 - b. Members connecting by phone to an AGM held virtually, in order to be eligible to receive credit must provide the phone number which they connected through to the Association by email to info@cmmota.com
6. The Board of Directors may invite Associate Members, Student Members, Inactive Members, Employees, and/or Special Guests to attend the Annual General Meeting by Motion of the Board.
7. Members who have not yet fulfilled the requirement of attendance at one AGM through the three-year CEC cycle shall receive notification from the Association not less than 60 days prior to the last AGM in the CEC cycle reminding them of this requirement and reminding the Members that non-attendance will bring about the requirement to pay the fee-in-lieu for non-attendance in accordance with the Current CMMOTA Fee Schedule.
8. Following the AGM meeting in the third year of the CEC cycle, all Members who have not fulfilled the requirement to attend one AGM, will receive an invoice from CMMOTA, sent to their last known email address, for the fee-in-lieu in accordance with the Current CMMOTA Fee Schedule. This fee will be due on December 31 of that year. Administration shall be responsible to fulfill this policy point.



9. Administration shall track all invoices sent and shall send monthly reminders by email to Members who have not paid the invoices for fee-in-lieu of AGM attendance during the first week of each month up to and including the month of December.

Administrative Procedure:

1. Administration will inform members of the method that they will be using to record attendance prior to each AGM by including this information in the 21 Day Notice Package for the AGM.
2. Administration will inform members of those who by motion of the Board of Directors, have been invited to participate in the Annual General Meeting by including this information in the 21 Day Notice Package for the AGM.
3. Administration will record attendance at each AGM.
4. Administration will keep a record of Member attendance at each AGM.
5. Administration will keep a record of Members who because they joined after the AGM held during the second year of the CEC cycle are not required to attend an AGM in that CEC cycle.
6. Administration will send an email notice to all Members who have not yet fulfilled the requirement of attendance at one AGM through the three-year CEC cycle not less than 60 days prior to the last AGM in the CEC cycle reminding them of this requirement and reminding the Members that non-attendance will bring about the requirement to pay the fee-in-lieu for non-attendance prescribed in the Current CMMOTA Fee Schedule.
7. Following the AGM meeting in the third year of the CEC cycle, Administration shall issue an invoice, to the last known email address and the last known physical address of all full Members who have not fulfilled the requirement to attend one AGM for the fee-in-lieu in accordance with the Current CMMOTA Fee Schedule. This fee will be due on December 31 of that year.
8. Administration shall track all invoices sent and shall send monthly reminders by email to Members who have not paid the invoices for fee-in-lieu of AGM attendance during the first week of each month up to and including the month of December. If no correspondence or payment has been made by a member who has received an invoice by September 1, then Administration shall follow up with a phone call to the members last known phone number(s).

Board of Directors Procedure:

1. The Board of Directors shall, by motion, determine the acceptable methods for attendance at each Annual General Meeting no less than 22 days prior to the AGM and shall instruct Administration to include this information in the documentation provided to membership with the 21 Day Notice of the Annual General Meeting.
2. The Board of Directors shall, by motion, invite any Associate Members, Student Members, Inactive Members, Employees and/or Special Guests to attend the Annual General Meeting no less than 22 days prior to the AGM and shall instruct Administration to include this information in the documentation provided to membership with the 21 Day Notice of the Annual General Meeting.

Member Procedure:



1. It is the responsibility of each Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist member to pre-register to attend an AGM, and to register their attendance at the AGM.
2. If a Member chooses not to attend an AGM during the three-year CEC cycle, they are responsible to pay the fee-in-lieu amount upon receipt of an invoice from the Association.

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: January 16, 2023



Membership Requirement – Continuing Education Credits Policy

Please note that this policy does not apply to massage therapist members who are part of a College of Massage Therapy in the jurisdiction in which they practice, as Continuing Education is governed by the respective regulatory Colleges for their members in their jurisdictions.

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to complete the required continuing education credits during each 3-year CEC cycle in accordance with CMMOTA Bylaws 3.5.1.1.3., 3.5.1.2.3., and 3.5.1.7.3

Policy:

1. All Full Massage Therapist Members, Spa Therapist Members, and Full Manual Osteopathic Therapist Members are responsible to complete the required continuing education credits and submit proof of the same during each 3-year CEC cycle in order to maintain membership with the Association.
2. Submission Cycles are 3 years in length. Cycles begin in 2022, 2025, etc. and run from January 1 to December 31 for three consecutive years. This period is the same for all members.
3. Submission deadline for a cycle is December 31 of the last year of the cycle.
4. Any credits accumulated in the current term in excess of the required number will be carried forward into the next submission cycle to a maximum of 15 credits per professional designation.
5. Members who carry a dual professional designation are required to complete continuing education credits for each profession.
6. Some continuing education credits may be applied to both Massage Therapy (MT) and Manual Osteopathic Therapy (MOT), provided that the education falls within the scope of the designated profession.
7. Courses submitted for Continuing Education Credits must have been completed within the current submission cycle.
8. Activities listed in #13.f.-13.r. submitted for Continuing Education Credits must have been completed within the current submission cycle.
9. Credits will only be granted once per CEC cycle per course, regardless of the number of times a member may attend or complete an individual course, except in cases where a course which is delivered by different methods (online vs. in-person). In such cases a member may receive credit for completing both courses, even if the course material is similar in nature and provided through the same continuing education provider.
10. CMMOTA requires a basic level of training in massage therapy of 2200 hours or more from an approved school as a prerequisite for membership. As a Full Massage Therapist Member or Spa Therapist Member this training or part thereof cannot be used for Continuing Education Credits.
11. CMMOTA requires a basic level of training in manual osteopathic therapy of 1000 hours or more from an approved school as a prerequisite for membership. As a Full Manual Osteopathic Therapist Member this training or part thereof cannot be used



for Continuing Education Credits for that designation, however, this education may be considered to fulfill CEC requirements as a Full Massage Therapist Member or Spa Therapist Member.

12. Required Continuing Education Credits are determined for each Full Massage Therapist Member, Spa Therapist Member or Full Manual Osteopathic Therapist member based on the date of their entrance into their respective membership class with the Association. If membership is obtained:
 - a. Prior to the start of the submission cycle (January 1 of Year 1) –30 CEC required.
 - b. During Year 1 of submission cycle – 30 CEC required.
 - c. During Year 2 of submission cycle – 20 CEC required.
 - d. During January 1 to March 31 of Year 3 of the submission cycle – 10 CEC required.
 - e. During April 1 to December 31 of Year 3 of the submission cycle – 6 CEC required.
13. Continuing Education Credits may be obtained in one or more of the following ways:
 - a. Attendance at a CMMOTA Annual General Meeting – 4 CEC per year of attendance during a submission cycle.
 - i. This includes those members who are serving on the Board of Directors.
 - b. Maintenance of Standard First Aid and Level “C” CPR Certification – 6 CEC automatically granted per submission cycle. Courses delivered solely online are not acceptable to maintain certification.
 - c. Professional Skills Continuing Education Credits
 - i. An approved course that provides training in a modality listed in Sections 3 or 4 of *Appendix 19 Modalities List for Massage Therapists* or Sections 2 and 3 of *Appendix 34 Modalities List for Manual Osteopathic Therapists* for the professional designation, or involves either business skills development (marketing, bookkeeping, etc.), communication skill development, healthcare skills and protocols, assessment and interview skills, refresher courses (in anatomy, physiology, documentation, etc.), clinical procedures or protocols (example concussion protocols, or trauma protocols), client care, or self care. This training may be taken in person or online. 1 credit per hour will be awarded to a maximum of 24 credits per course (requires submission through CMMOTA Member Portal [<https://app.cmmota.com/login>] or *Appendix 22: Member CEC Course Evaluation Form* or *Appendix 23 Course Developer CEC Evaluation Form*.)
 - ii. Scope of Practice is determined by the Association; however, additional modalities beyond the core 10 are determined by the Professional Liability Insurance provider's decision to insure the therapist to practice that modality by completing a course approved by the insurer.
 - d. Complementary Training Credits



- ii. Credits granted will only apply to the profession for which the article is being reviewed, either MT or MOT.
- j. Publication of an Article authored or co-authored by the member pertaining to massage therapy or manual osteopathic therapy in a Peer Reviewed Journal
 - i. 6 credits per article, to a maximum of 18 credits per CEC cycle (please refer to Appendix 39 – Article Publication CEC Checklist)
 - ii. Credits granted will only apply to the profession which the article is pertaining to, either MT or MOT.
- k. Teaching and Teaching Assistant
 - i. 6 credits per year to a max of 18 credits per cycle (please refer to *Appendix 25 – Teaching or Teaching Assistant CEC Checklist*).
 - ii. Credits for teaching and teaching assistant shall apply only to the profession being taught. MT Credits for teaching or teaching assistant at a MT school only. MOT Credits for teaching or teaching assistant at a MOT school only. Credits may be granted for both professions if a member is a teacher or a teaching assistant at a separate MT and MOT program/school.
- l. Workshop Instructor or Assistant
 - i. 1 credit per 2 hours, to a maximum of 6 credits per course to a max of 18 per cycle (please refer to *Appendix 26 – Workshop Instructor or Assistant CEC Checklist*).
 - ii. Credits granted will only apply to the profession(s) which the workshop is geared towards. If the course is applicable to both MT and MOT professions, then credits may be granted for both.
- m. Student Therapist Supervision
 - i. 1 credit per 2 hours, to a maximum of 6 credits per year to a max of 18 credits per cycle (please refer to *Appendix 35 – Student Therapist Supervision CEC Checklist*).
 - ii. Credits granted will only apply to the profession for which supervision is provided, either MT or MOT.
- n. CMMOTA Board of Directors participation.
 - i. Being a duly elected or appointed member of the Board of Directors. 6 credits per year, or portion of a year, of service.
- o. CMMOTA Appeals Committee Participation
 - i. Being a duly appointed member of the Appeals Committee and participating in the yearly training session. 4 credits per year, or portion of a year, of service.
 - ii. Sitting as a member of an Appeal Hearing Panel. 4 credits.
- p. CMMOTA Disciplinary Committee Participation
 - i. Being a duly appointed member of the Disciplinary Committee and participating in the yearly training session. 4 credits per year, or portion of a year, of service.
 - ii. Sitting as a member of a Disciplinary Hearing Panel. 4 credits.
- q. CMMOTA Investigation Committee Participation



- i. Being a duly appointed member of the Investigation Committee and participating in the yearly training session. 4 credits per year, or portion of a year, of service.
 - ii. Participating as a member of an Investigation Team. 4 credits.
 - r. Other Committee Service.
 - i. Credits vary, as outlined in the establishment of committee policy.
 - s. By Motion of the Board of Directors
 - i. Under special circumstances the Board of Directors may award Continuing Education Credits to a member, or a group of members, for any reason that it deems appropriate.
 - t. By Decision of the Executive Director
 - i. Under special circumstance, the Executive Director may award Continuing Educations Credits to a member on the basis of compassionate grounds as they deem appropriate.
14. Submission Guidelines for CEC credits:
- a. In order to allow CMMOTA administration to process credits quickly and efficiently the Member shall be responsible to submit in English:
 - i. Submission of information for completed courses through CMMOTA Member Portal [<https://app.cmmota.com/login>] or submission of *Appendix 22: Member CEC Course Evaluation Form* or *Appendix 23 Course Developer CEC Evaluation Form* with supporting documents to info@cmmota.com.
 - ii. For Seminar/Conference Attendance please refer to *Appendix 41 – Seminar/Conference Attendance Checklist*.
 - iii. For volunteering to promote the industry please refer to *Appendix 24 – Event Volunteer Participation Checklist*.
 - iv. For teaching or teaching assistant credits please refer to *Appendix 25 – Teaching or Teaching Assistant CEC Checklist*.
 - v. For workshop instructor or assistant credits please refer to *Appendix 26 – Workshop Assistant CEC Checklist*.
 - vi. For student therapist supervision credits please refer to *Appendix 35 – Student Therapist Supervision CEC Checklist*
 - vii. For AGM Attendance credit, Standard First Aid and Level “C” CPR credit, participation as a volunteer at a CMMOTA event, credits awarded by Motion of the Board of Directors, and/or Board of Directors or Committee’s Participation no additional material needs to be submitted. CMMOTA administration will award CEC credits for these on an event-by-event basis once attendance has been verified if required and will award CEC credits for Board or Committee participation not later than December 31st of each calendar year.
 - b. If a course has not already been approved, it shall be evaluated by Administration as described in the *CMMOTA Continuing Education Course Approvals Policy*, and credits will be awarded based on that policy.
15. At its discretion, Administration may confirm the authenticity of any continuing education credits submission.



16. Administration shall notify members who have outstanding CEC requirements by email to the last known address of the member of the number of outstanding CEC's three (3) months prior to the end of the CEC cycle.
17. If a Member does not submit the required Continuing Education Credits prior to the completion of the three-year continuing education credit cycle, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Continuing Education Credits*.

Original Date of Policy Adoption: April 19, 2021

Date of Last Policy Revision: March 5, 2024



Membership Requirement – Maintenance of Study Permit/Work Permit Policy

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to maintain a valid study permit or a valid work permit if required as per CMMOTA Bylaw's 3.5.1.1.10., 3.5.1.2.9., 3.5.1.3.8., 3.5.1.4.5., 3.5.1.5.5., 3.5.1.6.8., 3.5.1.7.11., 3.5.1.8.4., 3.5.1.9.3., 3.5.1.10.5., and 3.5.1.11.4..

Policy:

1. All Members who are not Canadian Citizens, or Permanent Residents of Canada are responsible to maintain either a valid study permit or a valid work permit that has not expired.
2. A valid study permit must be accompanied by proof of a valid visitor visa (temporary resident visa) or an electronic travel authorization, which has been issued by the Government of Canada.
3. A valid work permit must include reference to the right to practice the profession of Massage Therapy, or the profession of Manual Osteopathic Therapy, or both, which has been issued by the Government of Canada.
4. Administration shall notify Members requiring an updated study permit or work permit by email to the last known address of the member of their pending expiration of their existing study or work permit three (3) months prior to the expiry date of their current study permit or work permit.
5. Members requiring a study permit or work permit shall be responsible to pay for (if required) and obtain a new study permit or work permit, prior to the expiry date of their current study permit or work permit.
6. Members requiring a study permit or work permit shall be responsible to submit a new study permit or work permit or proof of application for extension of their permit to the CMMOTA office via email, or hard paper copy before the expiry date of their current study permit or work permit.
7. A Member who continues under the proof of application for extension of their permit, must inform the association of the decision once it has been rendered, and if it has been approved, shall provide a copy of the renewed document to the association.
8. If a Member who has continued under the proof of application for extension of their permit is denied an extension, then the member must inform the Association of the decision, and must immediately request that their membership with the Association be cancelled using *Appendix 29: Membership Cancellation Request Form*. In absence of a completed form, Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Study Permit Work Permit Requirements*.
9. If a Member requiring a study permit or work permit does not submit an updated study permit or work permit or proof of application for extension of their permit prior to the expiry date of the current study permit or work permit, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Study Permit Work Permit Requirements*.

Administration Procedure:



1. Administration will record and track a member's study permit and/or work permit and date of the expiry of said permit(s) for all Members of the Association who are not Canadian Citizens, or Permanent Residents of Canada.
2. Administration will send a notice of pending expiration of a member's study permit and/or work permit 3 months prior to the expiration date of the study permit and/or work permit to the last known email address of the member.
3. Administration shall receive for review all new or updated study permit and/or work permit and/or proof of application for extension of their permit from members for verification and acceptance as fulfilling this membership requirement.
4. Administration will inform the member by email once their new study permit and/or work permit has been accepted and updated in their membership profile.
5. If a Member's study permit and/or work permit lapses, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Study Permit Work Permit Requirements*.

Member Procedure:

1. A Member who is not a Canadian Citizen, or Permanent Residents of Canada shall be responsible to obtain a new study permit and/or work permit prior to the expiry date of their current study permit and/or work permit, and to forward that documentation and/or proof of application for extension of their permit to CMMOTA Administration prior to the expiry date of their current study permit and/or work permit by email, or by regular post.
2. A Member who continues under the proof of application for extension of their permit, must inform the association of the decision once it has been rendered, and if it has been approved, shall provide a copy of the renewed document to the association by email, or by regular post.
3. If a Member is denied an extension to their permit, they shall be responsible to complete a copy of *Appendix 29: Membership Cancellation Request Form* and submit it via email or regular post to the Association, understanding that a failure to do so will result in being subject to CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Study Permit Work Permit Requirements*.
4. If a Member who is not a Canadian Citizen, or Permanent Residents of Canada does not provide Administration with a new study permit and/or work permit and/or proof of application for extension of their permit, prior to the expiry date of their previous study permit and/or work permit then they understand that they will be subject to CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Study Permit Work Permit Requirements*.

Original Date of Policy Adoption: April 19, 2021

Date of Last Policy Revision: September 12, 2022



Membership Requirement – Maintenance of Valid Professional Liability Insurance

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to maintain valid Professional Liability Insurance in accordance with CMMOTA Bylaw's 3.5.1.1.6., 3.5.1.2.6., 3.5.1.3.4., 3.5.1.4.3., 3.5.1.5.3., 3.5.1.6.6., and 3.5.1.7.6..

Policy:

1. Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Associate Massage Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members are required to maintain valid Professional Liability Insurance through the Association's insurance broker.
2. Student Members are required to maintain valid Professional Liability Insurance through their school, or through the Associations insurance broker.
3. In some circumstances created by geographical or other restrictions, a member may be required to obtain their professional liability insurance through another broker. In such a case, a copy of their professional liability insurance certificate must be provided to the Association in order to maintain membership. A copy of receipt of payment will suffice as evidence of renewal until such a time as the member receives their certificate of insurance.
4. Administration shall provide notice(s) of upcoming insurance certificate expiry and need for renewal to the last known email address of each member not less than sixty (60) days, and thirty (30) days, and fourteen (14) days prior to the date of insurance certificate expiry.
5. The Associations Insurance Broker shall supply a list of all members who have renewed their Professional Liability Insurance Policies to CMMOTA on the first business day following January 1st.
6. If a Member does not maintain a valid Professional Liability Insurance Certificate before the December 31st deadline, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Maintenance of Valid Professional Liability Insurance*.

Administration Procedure:

1. Administration shall track Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Associate Massage Therapist Members, Registered Massage Therapist Members, Spa Therapist Members, Student Massage Therapist Members, and Student Manual Osteopathic Therapist Members Professional Liability Insurance Certification and dates of renewal.
2. Administration shall provide notice(s) of upcoming insurance certificate expiry to the last known email address of each member not less than sixty (60) days, and thirty (30) days, and fourteen (14) days prior to the date of insurance certificate expiry.
3. Administration shall communicate with the Association's insurance broker to obtain a list of those who have renewed their insurance on the first business day following January 1st.



4. In circumstances where a member is required to obtain their professional liability insurance through another broker, Administration shall include in the notice(s) of upcoming insurance certificate expiry the requirement for the member to provide a copy of the professional liability insurance certificate to the Association, and/or a copy of receipt of payment as evidence of renewal until such a time that the member receives their certificate of insurance.
5. If a Member fails to maintain valid Professional Liability Insurance Certification, Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding the Maintenance of Valid Professional Liability Insurance*.

Member Procedure:

1. A Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Associate Massage Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members shall be responsible to maintain valid Professional Liability Insurance through the Association's insurance broker.
2. A Student Massage Therapist Member or a Student Manual Osteopathic Therapist Member shall be responsible to maintain valid Professional Liability Insurance through their school and provide a copy of the certificate of insurance to the Association, or alternatively to maintain valid Professional Liability Insurance through the Association's insurance broker.
3. In circumstance where a member is required to obtain and maintain their professional liability insurance through another broker, the member shall be responsible to provide a copy of the certificate of insurance to the Association, or a copy of receipt of payment as evidence of renewal on or before the date of expiry of their current insurance certificate.
4. If a Member whose membership requires Professional Liability Coverage does not maintain valid Professional Liability Insurance Certification, then they understand that they will be subject to CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Maintenance of Valid Professional Liability Insurance*.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: September 12, 2022



Membership Requirement – Membership Fee Payment Policy

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to pay membership fees in accordance with CMMOTA Bylaw 3.3..

Policy:

1. Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Associate Massage Therapist Members, Registered Massage Therapist Members, Spa Therapist Members, Inactive Massage Therapist Members, Inactive Manual Osteopathic Therapist Members, Inactive Registered Massage Therapist Members and Inactive Spa Therapist Members are required to pay in advance on an annual basis Membership Renewal Fees as designated by the Association in accordance with the *CMMOTA Fee Schedule*.
2. The Board of Directors shall, by motion, set Membership Renewal Fees for the next calendar year no later than September 30 and the Membership Fees shall be published by Administration to the Membership in the *CMMOTA Fee Schedule*.
3. The Board of Directors shall, by motion, set New Membership Fees for the next calendar year no later than November 30 and the New Membership Fees shall be published by Administration to the Membership in the *CMMOTA Fee Schedule*.
4. The Board of Directors shall, by motion, set the deadline date for payment of Membership Renewal Fees no later than September 30 and the deadline shall be published by Administration to the membership at the time of invoicing of the Membership Renewal Fees.
5. The Board of Directors shall, by motion, set the Administration Fee to Process Renewals past the Deadline for the next calendar year no later than September 30 and Administration shall publish this fee to the Membership in the *CMMOTA Fee Schedule*.
6. Administration shall provide an invoice for membership renewal fees to all Full, Associate, and Inactive members by November 1 to their last known email address.
7. If a member does not submit the required Annual Membership Renewal Fees to the Association before the deadline, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding the Payment of Membership Fees*.
8. The Executive Director may, at their discretion, waive the payment of all or part of a member's annual renewal fee. Where a renewal payment is waived, it must be documented in the member's membership file and is to be reported to the Board of Directors at the next available Board Meeting.

Original Date of Policy Adoption: September 26, 2020

Date of Last Policy Revision: November 14, 2023



Membership Requirement – Other Association Membership

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to belong to only one Association associated with each professional designation per CMMOTA Bylaw's 3.5.1.1.9., 3.5.1.2.8., 3.5.1.3.7., 3.5.1.6.7., 3.5.1.7.8., 3.5.1.8.3., 3.5.1.9.2., 3.5.1.10.4., 3.5.1.11.3., and 3.5.1.12.2..

Definitions:

1. "College" – meaning either the *College of Massage Therapists of British Columbia*, or the *College of Massage Therapists of Ontario*, or the *College of Massage Therapists of Newfoundland and Labrador*, or the *College of Massage Therapists of New Brunswick*, or the *College of Massage Therapists of Prince Edward Island*.
2. "Manual Osteopathic Therapist Association" – means an association whose purpose it is to grant professional designation(s) for Manual Osteopathic Therapy, Osteopathic Manual Therapy, or Osteopathy, and who either provide insurance as part of their membership fees, or who assist in providing professional liability insurance coverage to their members.
3. "Massage Therapist Association" – means an association whose purpose it is to grant professional designation(s) for Massage Therapy, and who either provide insurance as part of their membership fees, or who assist in providing professional liability insurance coverage to their members.

Policy:

1. In addition to membership in the Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA), a member may belong to a College, as defined above.
2. Student Massage Therapist members may belong to another Massage Therapist Association until such time as they obtain insurance through the CMMOTA insurance broker.
3. Student Manual Osteopathic Therapist members may belong to another Manual Osteopathic Therapist Association until such time as they obtain insurance through the CMMOTA insurance broker.
4. In order to obtain membership in the Canadian Massage and Manual Osteopathic Therapists Association, a potential Massage Therapist member shall not have membership with another Massage Therapist association.
 - a. If a potential Massage Therapist member has membership with another Massage Therapist association at the time of their application, they must cease to be a member of that association the day before membership with the Canadian Massage and Manual Osteopathic Therapists Association would come into affect.
5. In order to obtain membership in the Canadian Massage and Manual Osteopathic Therapists Association, a potential Manual Osteopathic Therapist member shall not have membership with another Manual Osteopathic Therapist association.



- a. If a potential Manual Osteopathic Therapist member, belongs to another Manual Osteopathic Therapist association at the time of their application, they must cease to be a member of that association the day before membership with the Canadian Massage and Manual Osteopathic Therapists Association would come into affect.
6. In order to maintain membership in the Canadian Massage and Manual Osteopathic Therapists Association, a Massage Therapist member shall not hold membership with another Massage Therapist Association.
 - a. Membership with another Massage Therapist Association, which either provides insurance coverage as part of their membership fees, or who requires that insurance coverage be maintained through their insurance broker, shall be grounds for disciplinary action to be taken in accordance with CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Other Association Membership*.
7. In order to maintain membership in the Canadian Massage and Manual Osteopathic Therapists Association, a Manual Osteopathic Therapist member shall not hold membership with another Manual Osteopathic Therapist Association.
 - a. Membership with another Manual Osteopathic Therapist Association, which either provides insurance coverage as part of their membership fees, or who requires that insurance coverage be maintained through their insurance broker, shall be grounds for disciplinary action to be taken in accordance with CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Other Association Membership*.
8. Membership in other professional associations, which do not represent Massage Therapists or Manual Osteopathic Therapists is allowed.
9. All membership with any professional association other than the Canadian Massage and Manual Osteopathic Therapists Association must be declared on the CMMOTA Annual Declaration Form.

Administration Procedure:

1. When reviewing applications for membership, Administration shall ensure that the potential Member has answered the question surrounding membership with other professional associations and shall inform the potential member of this requirement.
2. If Administration becomes aware of a Member who is in violation of this policy, then they shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Other Association Membership*.
3. Administration shall review, on an Annual basis the Annual Declaration Form of each Member for any violations of this policy. If a violation of this policy is discovered through the Annual Declaration Form, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding other Association Membership*.

Member Procedure:

1. A Member shall be responsible to follow this policy and shall inform CMMOTA voluntarily prior to becoming a member of another Association.



2. A Member shall be responsible to disclose on an annual basis, all membership involvement with any professional association as part of the Annual Declaration form.
3. If a Member violates this policy, they shall be subject to Disciplinary Action as outlined in CMMOTA's *Disciplinary Policy for Non-Compliance Regarding Other Association Membership*.

Original Date of Policy Adoption: March 22, 2021

Date of Last Policy Revision: September 13, 2023



Membership Requirement – RMT Proof of Regulatory College Membership/Registration Policy

Purpose:

- To establish policy surrounding the Membership Requirement for Registered Massage Therapist members to provide proof of active membership in good standing with the provincially legislated College of Massage Therapy within their jurisdiction of practice in accordance with CMMOTA Bylaw 3.5.1.6.1.

Policy:

1. Registered Massage Therapist members are responsible to maintain an active membership/registration in good standing with the provincially legislated College of Massage Therapy within the jurisdiction in which they practice.
2. Registered Massage Therapist members shall annually provide proof of membership/registration to the Association, by email or physical copy, within 30 days of renewal of membership/registration with the College within the jurisdiction in which they practice.
3. Administration shall track the date of membership/registration documentation expiry for each Registered Massage Therapist member.
4. Administration shall notify Registered Massage Therapist members of the requirement to provide proof of membership/registration with the College within the jurisdiction in which they practice not less than 30 days prior to the expiration date of their current membership/registration document.
5. If a member does not submit the required proof of membership/registration with the College within the jurisdiction in which they practice to the Association before the deadline, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance Regarding RMT Proof of Regulatory College Membership/Registration*.

Original Date of Policy Adoption: January 23, 2024

Date of Last Policy Revision:



Membership Requirement – Standard First Aid and Level “C” CPR Certification Policy

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to maintain valid Standard First Aid and Level “C” CPR certification in accordance with CMMOTA Bylaw’s 3.5.1.1.2., 3.5.1.2.2., 3.5.1.6.4., and 3.5.1.7.2..

Policy:

1. Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members are responsible to maintain a valid Standard First Aid and Level “C” CPR Certification or higher level First Aid and CPR Certification at all times while they are a full Member of the Association. **All other classes of Membership in the CMMOTA are not required to maintain valid certification in Standard First Aid and Level “C” CPR.**
2. Administration shall notify Members requiring Standard First Aid and Level “C” CPR re-certification by email to the last known address of the member of their pending expiration of their existing Standard First Aid and Level “C” CPR certification three (3) months prior to the expiration date on their certificate.
3. Members shall be responsible to pay for and attend either a recertification course, or a certification course prior to the date of the expiration of their current certification.
4. Online certification alone is not acceptable certification. At a minimum there must be an in-person portion of a certification or re-certification in Standard First Aid and Level “C” CPR.
5. Members shall be responsible to submit a new valid certificate of Standard First Aid or Level “C” CPR certification to the CMMOTA office via email, or hard paper copy before the current certificate expires.
6. If a member does not submit the required certification or re-certification certificates prior to the expiry date of the existing certification, then Administration shall follow *CMMOTA Policy and Procedure: Disciplinary Policy for Non-Compliance regarding Standard First Aid and Level “C” CPR Certification.*

Administration Procedure:

1. Administration will record and track the Standard First Aid and Level “C” CPR certificates and their expiration dates for all Full Massage Therapist Members, Full Manual Osteopathic Therapist Members, Registered Massage Therapist Members, and Spa Therapist Members of the Association.
2. Administration will send a notice of pending expiration of a members Standard First Aid and Level “C” CPR certification 3 month prior to the expiration date of said certification to the last known email address of the member.
3. Administration shall receive for review any new certification or re-certification certificates from members for verification of validity and authenticity, and acceptance as fulfilling this membership requirement.
4. Administration will inform the member that has been accepted once the certificate has been validated.



5. If a members certification lapses, then Administration shall follow *CMMOTA Policy and Procedure: Disciplinary Policy for Non-Compliance regarding Standard First Aid and Level "C" CPR Certification.*

Member Procedure:

1. A member shall be responsible to book and complete a class for certification or re-certification to be completed before the expiration date of the previous Standard First Aid and Level "C" CPR.
2. A member shall be responsible to submit a copy of their certification or re-certification for Standard First Aid and Level "C" CPR before the expiration date of the previous certification by email, or by regular post.
3. If a member does not provide Administration with a valid certification or re-certification certificate, then they understand that they will be subject to *CMMOTA Policy and Procedure: Disciplinary Policy for Non-Compliance regarding Standard First Aid and Level "C" CPR Certification.*

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: September 12, 2022



Membership Requirement – Vulnerable Sector Check Policy

Purpose:

- To establish policy and procedure surrounding the Membership Requirement to maintain a current Vulnerable Sector check in accordance with CMMOTA Bylaws 3.5.1.1.4., 3.5.1.2.4., 3.5.1.3.2., 3.5.1.4.2., 3.5.1.5.2, 3.5.1.6.5., 3.5.1.7.4., 3.6.2.2., and 3.6.2.3., 3.6.2.4., and 3.6.2.5..

Policy:

1. All Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, and Spa Therapist Members are responsible to maintain a Vulnerable Sector Check (VSC) that has been completed within a three (3) year time frame.
2. All Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, and Spa Therapist Members in Nova Scotia are responsible to maintain a VSC that has been completed within a one (1) year time frame.
3. Student Massage Therapist Members and Student Manual Osteopathic Therapist members are responsible to maintain a VSC that has been completed within a three (3) year time frame only if they have also obtained professional liability insurance through the Associations insurance broker.
4. Student Massage Therapist Members and Student Manual Osteopathic Therapist members in Nova Scotia are responsible to maintain a VSC that has been completed within a one (1) year time frame only if they have also obtained professional liability insurance through the Associations insurance broker.
5. A new VSC must have been completed within the previous six (6) months to be considered valid.
6. Administration shall notify Members requiring a new VSC by email to the last known e-mail address of the member of their pending expiration of their existing VSC three (3) months prior to the three (3) year anniversary of the creation of the VSC.
7. Administration shall notify Members in Nova Scotia requiring a new VSC by email to the last known address of the member of their pending expiration of their existing VSC three (3) months prior to the one (1) year anniversary of the creation of the VSC.
8. Members shall be responsible to pay for (if required) and obtain a new VSC prior to the three (3) year anniversary of their current VSC.
9. Members in Nova Scotia shall be responsible to pay for (if required) and obtain a new VSC prior to the one (1) year anniversary of their current VSC.
10. A new VSC must have a completion date not older than six (6) months in order to be accepted by the Association.
11. Members shall be responsible to submit a new VSC to the CMMOTA office via email, or hard paper copy before the three (3) year anniversary of the creation of the current VSC.



12. Members in Nova Scotia shall be responsible to submit a new VSC to the CMMOTA office via email, or hard paper copy before the one (1) year anniversary of the creation of the current VSC.
13. If any VSC is returned with new information that has been added in the previous five (5) year period, then a fingerprint VSC or Sworn Declaration and a full legal disclosure (details surrounding the peace bond(s), restraining order(s), charge(s), or conviction(s)) shall be required, unless the information is only in relation to a Driving Under the Influence (DUI) charge.
14. If any VSC is returned with information that has been added more than five (5) years before the VSC was completed, then a fingerprint VSC and/or Sworn Declaration and/or a full legal disclosure (details surrounding the peace bond(s), restraining order(s), charge(s), or conviction(s)) may be required, at the discretion of the Executive Director.
15. If, after receiving any VSC, the CMMOTA administration deems it necessary that a new VSC needs to have a fingerprint VSC or Sworn Declaration and a full legal disclosure (details surrounding the peace bond(s), restraining order(s), charge(s), or conviction(s)), then the Member shall, at the discretion of the Executive Director, be granted an extension of up to six (6) months to obtain and submit the requested documents. A receipt must be submitted within 2 weeks (14 days) of the request showing that the fingerprinting or sworn declaration is in process. The Executive Director shall provide a reasonable deadline date for such information to be submitted by the member.
 - a. In cases where a standard VSC is provided which contains only an "Adverse Information located on police record management system", or likewise, under the information to disclose section of the VSC, no further action on the part of the Association is required.
16. If after receiving a standard VSC, the CMMOTA administration becomes aware of any violation of CMMOTA Bylaw 3.6.2.4., 3.6.2.5., 3.6.2.6., or 3.6.2.8., then the matter shall be referred to the Executive Director to carry out the necessary complaint reporting under CMMOTA's *Disciplinary Policy for Complaints*.
17. If a fingerprint VSC or Sworn Declaration is required, it must be produced by a potential member before membership status is granted with the Association.
18. If a fingerprint VSC and/or Sworn Declaration and/or Disclosure of Criminal Record provides additional details listed in the information section which was not contained in the VSC, then at the discretion of the Executive Director, a member may be required to produce a new fingerprint VSC and/or Sworn Declaration on a more frequent basis (not less than yearly) until no new information has been provided for a period of ten (10) years, or until the record is returned clean, whichever is shorter. The Executive Director shall provide a reasonable deadline date for such information to be submitted by the member.
19. Administration may, if a fingerprint VSC was previously required, upgrade the standard three (3) year VSC requirement to either a Sworn Declaration or fingerprint VSC at the discretion of the Executive Director.
20. Administration may, for members from Nova Scotia, if a fingerprint VSC was previously required, upgrade the standard one (1) year VSC requirement to either a Sworn Declaration or fingerprint VSC at the discretion of the Executive Director.



21. If after receiving a fingerprint VSC and/or Sworn Declaration, the CMMOTA administration becomes aware of any violation of CMMOTA Bylaw 3.6.2.4., 3.6.2.5., 3.6.2.6., or 3.6.2.8., then the matter shall be referred to the Executive Director to carry out the necessary complaint reporting under CMMOTA's *Disciplinary Policy for Complaints*.
22. If a Member does not submit the required VSC prior to the three (3) year anniversary of the creation of the current VSC, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.
23. If a Member in Nova Scotia does not submit the required VSC prior to the one (1) year anniversary of the creation of the current VSC, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.
24. If a Member does not submit a required fingerprint VSC and/or Sworn Declaration and/or Legal Disclosure of peace bond(s), restraining order(s), charge(s), or conviction(s) by the deadline supplied by Administration under sections 15, and 18 of this policy then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.

Administration Procedure:

1. Administration will record and track the VSC and date of the three (3) year anniversary of the creation of the VSC for all Members of the Association.
2. Administration will record and track the VSC and date of the one (1) year anniversary of the creation of the VSC for all Full, Associate, and Student Members of the Association in Nova Scotia.
3. Administration will send a notice of pending expiration of a Members VSC 3 months prior to the three (3) year anniversary of the creation of the VSC to the last known email address of the member.
4. Administration will send a notice of pending expiration of a Nova Scotia Member's VSC 3 months prior to the one (1) year anniversary of the creation of the VSC to the last known email address of the member.
5. Administration shall receive for review all new VSC's from members for verification and acceptance as fulfilling this membership requirement.
6. Administration, if necessary (as per Policy #13 and/or #14), will inform the member by email, if additional information, such as a fingerprint record check or sworn declaration or full legal disclosure, is needed and the deadline (as per Policy #15) for submission of additional information as approved by the Executive Director, if the submission deadline passes the three (3) year anniversary of the previous VSC.
7. Administration, if necessary (as per Policy #13 and/or #14), will inform the Nova Scotia member by email, if additional information, such as a fingerprint record check or sworn declaration or full legal disclosure, is needed and the deadline as per Policy #15) for submission of additional information as approved by the Executive Director, if the submission deadline passes the one (1) year anniversary of the previous VSC.
8. Administration will inform the member by email once their new VSC has been accepted and updated in their membership profile.
9. Administration will, if it becomes aware of information as detailed in Policy #16 or Policy #21, refer the matter to the Executive Director to carry out the necessary complaint reporting under CMMOTA's *Disciplinary Policy for Complaints*.



10. If a Member's VSC certification lapses, then Administration shall follow CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.

Member Procedure:

1. A Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, Spa Therapist, Student Massage Therapist Member, or Student Manual Osteopathic Therapist Member shall be responsible to obtain a Vulnerable Sector Check from their local police detachment prior to the three (3) year anniversary of the creation of the VSC, and to forward that document to CMMOTA Administration prior to the three (3) year anniversary of their previous VSC.
2. A Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, Spa Therapist, Student Massage Therapist, or Student Manual Osteopathic Therapist Member from Nova Scotia shall be responsible to obtain a Vulnerable Sector Check from their local police detachment prior to the one (1) year anniversary of the creation of the VSC, and to forward that document to CMMOTA Administration prior to the one (1) year anniversary of their previous VSC.
3. A Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, Spa Therapist, Student Massage Therapist, or Student Manual Osteopathic Therapist Member shall be responsible to submit a copy of a new VSC to CMMOTA Administration prior to the three (3) year anniversary of their previous VSC by email, or by regular post.
4. A Full Massage Therapist, Full Manual Osteopathic Therapist, Associate Massage Therapist, Registered Massage Therapist, Spa Therapist, Student Massage Therapist, or Student Manual Osteopathic Therapist Member from Nova Scotia shall be responsible to submit a copy of a new VSC to CMMOTA Administration prior to the one (1) year anniversary of their previous CRVSC by email, or by regular post.
5. If requested, a Member shall be responsible to provide additional information to CMMOTA Administration prior to the deadline set forth by the Executive Director by email, or regular post.
6. If a Member does not provide Administration with a new VSC prior to the three (3) year anniversary of their previous VSC, or the submission of additional information requested by a deadline set by the Executive Director (as per Policy #13 and/or #14 and/or #15), then they understand that they will be subject to CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.
7. If a Member from Nova Scotia does not provide Administration with a new VSC prior to the one (1) year anniversary of their previous VSC, or the submission of additional information requested by a deadline set by the Executive Director (as per Policy #13 and/or #14 and/or #15), then they understand that they will be subject to CMMOTA's *Disciplinary Policy for Non-Compliance regarding Vulnerable Sector Check*.

Original Date of Policy Adoption: September 26, 2020

Date of Last Policy Revision: March 6, 2023



Name Change Policy and Procedure

Purpose:

- To provide policy surrounding the request for a change of name for a member, and the documentation that will be required by the Association before granting such a request, and who will be notified when a change of name is approved.

Policy:

1. The professional name by which a member shall be recognized must match the name of the person on their supplied government issued documentation at the time that they joined the Association, as per CMMOTA *Acceptable Forms of Government Issued Identification Policy*.
2. From time to time, if a member legally changes their name, they may wish to update their professional name with the Association. This is voluntary.
3. A name may only be changed to match a name that is found on a person's government issued documentation.
4. In order for a member to change their professional name with the Association, a member must fill out *Appendix 27 – Member Name Change Request Form* and submit it together with copies of two forms of acceptable government issued identification for the purpose of verifying the name change to the Association.
5. Acceptable forms of government issued identification for the purpose of verifying a change of name are:
 - a. Birth Certificate; or
 - b. Change of Name Certificate; and
 - c. Drivers License; or
 - d. Certificate of Indian Status Card; or
 - e. Provincially issued ID Card (must include photo).
6. Upon confirmation of a name change, a new membership certificate shall be issued to the member with the updated name.
7. Upon confirmation of a name change, all necessary third parties shall be notified of the name change.
8. Any fee for a name change, shall be set by Motion of the Board of Directors, as part of the current CMMOTA *Fee Schedule*.

Administration Procedure:

1. When requested, administration shall provide a member with a copy of *Appendix 27 – Member Name Change Request Form*.
2. Administration shall receive any completed *Appendix 27 – Member Name Change Request Form*, together with two forms of acceptable government issued identification for verification purposes, together with payment of the prescribed fee as posted in the CMMOTA *Fee Schedule*. The copies of government issued id, and the completed form shall become part of the members paper file with the Association.
3. Administration shall verify the government documentation provided, to ensure that the requested name change matches the government issued identification documentation.



4. If information received regarding a submission for a change of name is deemed as being unauthentic or fraudulent in nature, Administration shall refer the matter to the head of the Professional Conduct and Complaints Department for further investigation in accordance with *Verification of Certificates and Documents Submitted by Members or Membership Applicants Policy*.
5. Upon verification of a name change, administration shall issue to the member a new membership certificate with the new name.
6. Administration shall inform all necessary third parties of the name change.

Board Procedure:

1. The Board of Directors shall by Motion of the Board, establish the Change of Name Fee as part of CMMOTA's *Fee Schedule*.

Member Procedure:

1. May submit a completed *Appendix 27 – Member Name Change Request Form*, together with two acceptable forms of government issued identification, and payment of the prescribed fee to the Association.

Original Date of Policy Adoption: May 10, 2021

Date of Last Policy Revision: March 7, 2022



New Membership Fee Approval Policy

Purpose:

- To provide clear direction on the setting of New Membership Fees and what is to be included in the fee.

Policy:

1. New Membership Fees shall include the costs for the first year of membership.
2. New Membership Fees do not include standard professional liability insurance or any additional insurance options that are available through the Association's Insurance Broker. All insurance fees must be paid directly to the Insurance Broker.
 - a. New members must pay separately for membership and insurance only in their first membership year. When renewing membership in subsequent years, membership and insurance fees will be combined into one fee.
3. The Board of Directors shall, by motion, set New Membership Fees for the next calendar year no later than November 30 and the New Membership Fees shall be published by Administration to the Membership by email and in the Current Fee Schedule within 10 days of the decision.
4. In publishing the new membership fees in the Current Fee Schedule, administration shall provide the prorating of new membership fees on a quarterly basis in the fee schedule.

Original Date of Policy Adoption: September 13, 2023

Date of Last Policy Revision:



Receipting for Services and/or Products Policy

Purpose:

- To provide clarity surrounding what therapists are to provide to their clientele by way of receipt for service(s) and/or product(s) provided.

Policy:

1. When a service and/or product is provided to a client by a member of CMMOTA, that member should issue a receipt to the client for service(s) and/or product(s).
 - a. Members are not to provide receipts with their billing number for services which they did not deliver (example: for services delivered by someone under their supervision). This would constitute fraud and would result in disciplinary action in accordance with CMMOTA Disciplinary Process as outlined in *Disciplinary Policy for Complaints*.
2. Massage Therapy Service should be identified on the receipt as "Massage Therapy Treatment – XX minutes."
3. Manual Osteopathic Therapy Service should be identified on the receipt as "Manual Osteopathic Therapy Treatment – XX minutes."
4. Credit Card Surcharge Fees should be identified on the receipt as "Credit Card Surcharge Fee"
 - a. These may be included on a receipt for Massage Therapy Treatment or Manual Osteopathic Therapy Treatment
 - b. When implementing these fees as a business you are required to provide notice to your existing clientele not less than 30 days prior to fee implementation.
 - c. Credit Card Surcharge Fees may be implemented only in accordance with guidance provided by the Government of Canada (<https://www.canada.ca/en/financial-consumer-agency/services/merchants/credit-fees-merchant.html>)
5. In a regulated province, only Registered Massage Therapist Members, who are also members in good standing of the College of that respective jurisdiction shall issue a receipt which includes the wording "Massage Therapy Treatment", Spa Therapist Members or Full Massage Therapist Members are to issue their receipts with the wording "Spa Massage Treatment."
 - a. Full Massage Therapist Members, and Associate Members are prohibited from using their membership number on a receipt for services provided in a regulated province.
6. Products or services that are outside of the professional designation(s) scope of practice must:
 - a. Be identified by the name of the product, or a description of the service. They may not be included under either the description of "Massage Therapy Treatment – XX minutes" or "Manual Osteopathic Therapy Treatment – XX Minutes" or "Spa Massage Treatment – XX Minutes"; and
 - b. The receipt issued cannot contain the CMMOTA Member number.
7. Receipts issued for missed appointments, also known as "no shows", cannot contain the CMMOTA Member number.



8. Receipts issued for gift certificate or gift card purchases cannot contain the CMMOTA Member number.
9. A receipt issued when a gift certificate is used as the method of payment must list method of payment as "Gift Certificate Redemption" or "Gift Card Redemption".
10. When a Gift Certificate or Gift Card is used as the method of payment for a treatment, the therapist or clinic shall not provide direct submission of receipt on behalf of the client to a third party health care insurance provider.
11. Receipts issued for stand alone treatment of a modality (meaning that the treatment provided during the session used only the singular modality) which is listed under Section 4 of *Appendix 19 – Modalities List for Massage Therapists* or under Section 3 of *Appendix 34 – Modalities for Manual Osteopathic Therapists* may not contain the CMMOTA Member number. Modalities listed in Section 4 of *Appendix 19 – Modalities List for Massage Therapists* or under Section 3 of *Appendix 34 – Modalities for Manual Osteopathic Therapists* **are to be incorporated into a massage therapy or manual osteopathic therapy treatment and are not to be performed as a stand-alone treatment.** In such cases where a modality listed in this section is delivered as a stand-alone treatment (meaning that the treatment used only the singular modality), it would be required to be billed as if it were a complementary modality.
12. Receipts issued for treatment which involves any modalities listed as Complementary Modalities in either *Appendix 19 – Modalities List for Massage Therapists* or in *Appendix 34 – Modalities for Manual Osteopathic Therapists* cannot contain the CMMOTA Member number.
13. When a receipt is issued for mobile massage or mobile manual osteopathic treatment, the address used on the receipt is to be the office location of the business, not the location that the treatment was delivered.
14. A receipt issued by a CMMOTA member for massage therapy treatment or manual osteopathic therapy treatment should include all the following information:
 - a. Therapists Name, as it is presented on the therapist's Membership Certificate, followed by educational credentials (e.g., BA, BSc., MT, DOMP, MOT, OMT, etc.); and
 - b. Therapists Association Number in Correct Format (CMMOTA - RMT#XXXX, or CMMOTA - MOT#XXXXXX); and
 - c. Therapists Place of Business (if applicable); and
 - d. Address of Business; and
 - e. Phone Number of Business; and
 - f. GST # (if applicable); and
 - g. Date Receipt was Issued; and
 - h. Receipt Number; and
 - i. Name and mailing address of Client; and
 - j. Description of the service provided, including time and cost; and
 - k. Payment Method
15. A receipt issued by a CMMOTA member for spa massage treatment should include all the following information:
 - a. Therapists Name, as it is presented on the therapist's Membership Certificate; and
 - b. Therapists Association Number in Correct Format (CMMOTA - ST#XXXX); and
 - c. Therapists Place of Business (if applicable); and



- d. Address of Business; and
 - e. Phone Number of Business; and
 - f. GST # (if applicable); and
 - g. Date Receipt was Issued; and
 - h. Receipt Number; and
 - i. Name and mailing address of Client; and
 - j. Description of the service provided, including time and cost; and
 - k. Payment Method
16. A receipt issued by a CMMOTA member for product(s) or services outside of scope of the professional designation(s) should include all the following information:
- a. Therapists Name, as it is presented on the therapist's Membership Certificate only; and
 - b. Therapists Place of Business (if applicable); and
 - c. Address of Business; and
 - d. Phone Number of Business; and
 - e. GST # (if applicable); and
 - f. Date Receipt was issued; and
 - g. Receipt Number; and
 - h. Name and mailing address of Client; and
 - i. Product(s) or service(s) provided, including description of product(s) or service(s); and
 - j. Payment Method
17. A copy of all receipts issued should be kept, whether by electronic means, or by paper.
18. A receipt or invoice should be issued even if a service(s) or product(s) are direct billed to a third-party insurance company, in which the payment method should be listed as "Third Party Billing".
19. If no massage therapy treatment, or spa massage treatment or manual osteopathic therapy treatment services are being receipted, then the receipt must not contain the Therapists Association Number.
20. If a member has both professional designations, both services (Manual Osteopathic Therapy Treatment and Massage Therapy Treatment) must be listed on separate receipts. Combined receipts for service are not to be issued.
21. If a member has both professional designations, the use of both membership numbers on the same receipt is prohibited. Only the appropriate member number is to be listed for the treatment provided.
22. Examples of Acceptable Receipt layout can be found in *Appendix 30 – Receipting Samples*.

Original Date of Policy Adoption: May 10, 2021

Date of Last Policy Revision: March 6, 2023



Retention of Copies of Government Issued Identification Policy

Purpose:

- To provide clarification surrounding the retention of copies of Government Issued Identification provided by members, or potential members to the Association.

Policy:

1. Members, or potential members may be required from time to time to provide copies of Government issued identification for verification purposes, either in verifying their identity, their ability to study or work in Canada, or a change in identity.
2. Copies of Government Issued Identification are not to be stored electronically in any form.
3. Copies of Government Issued Identification may be printed and stored as part of a member's paper file.

Original Date of Policy Adoption: May 10, 2021

Date of Last Policy Revision:



Student and Associate Membership Upgrade Policy

Purpose:

- To establish clear guidelines surrounding the upgrading of membership from student to higher classes of membership following the completion of a massage or manual osteopathic therapy program, and requirements for members who withdraw from an education program prior to completion.

Policy:

1. A Student Massage Therapist Member who became a member before completion of the first year of education (900 hour minimum), is required within sixty (60) days of completion of that program to inform the Association of their intention in writing to remain as a student member, or to upgrade their membership to an Associate membership, or to cancel their membership.
 - a. If their intention is to continue as a Student Massage Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their 2nd year letter of enrollment from their educational institution.
 - b. If their intention is to upgrade to an Associate Massage Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their 2nd year letter of enrollment from their educational institution.
 - c. If their intention is to cancel their membership, the member shall be asked to submit a completed *Appendix 29 – Membership Cancellation Request Form* within 60 days of completion of their program.
2. A Student Massage Therapist Member who continued their student membership following the completion of their first year, or who became a member before completion of the second year of education (2200 hour minimum), is required within sixty (60) days of completion of that program to inform the Association in writing of their intention to upgrade their membership to a Full Massage Therapist, or Spa Therapist, or Registered Massage Therapist membership or to cancel their membership.
 - a. If their intention is to upgrade to a Full Massage Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their



- educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
- iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
- b. If their intention is to upgrade to a Spa Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - c. If their intention is to upgrade to a Registered Massage Therapist Member, the member is required to provide the following to the Association prior to their upgrade in membership:
 - i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the second year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - iv. A letter from the College of Massage Therapy in the province, or receipt of payment for the required testing necessary to join the college.
 1. Membership in this class will not be completed until the member has successfully joined the College of Massage Therapy in the jurisdiction in which they wish to practice and provided the association with a copy of their college registration document.
 - d. If their intention is to cancel their membership, the member shall be asked to submit a completed *Appendix 29 – Membership Cancellation Request Form* within 60 days of completion of their program.
3. An Associate Massage Therapist Member who became a member before completion of the second year of education (2200 hour minimum), is required within sixty (60) days of completion of that program to inform the Association in writing of their intention to upgrade their membership to a Full Massage Therapist, or Spa Therapist, or Registered Massage Therapist membership or to cancel their membership.
 - a. If their intention is to upgrade to a Full Massage Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:



- i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - b. If their intention is to upgrade to a Spa Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - iv. A completed Spa Therapist Member Application form.
 - c. If their intention is to upgrade to a Registered Massage Therapist Member, the member is required to provide the following to the Association prior to their upgrade in membership:
 - i. A copy of their second-year transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their second-year diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - iv. A letter from the College of Massage Therapy in the province, or receipt of payment for the required testing necessary to join the college.
 - 1. Membership in this class will not be completed until the applicant has successfully joined the College of Massage Therapy in the jurisdiction in which they wish to practice and provided the association with a copy of their college registration document.
 - d. If their intention is to cancel their membership, the member shall be asked to submit a completed *Appendix 29 – Membership Cancellation Request Form* within 60 days of completion of their program.
- 4. A Student Manual Osteopathic Therapist Member who became a member before completion of their manual osteopathic therapy education (1000 hour minimum), is required within sixty (60) days of completion of that program to inform the



Association in writing of their intention to or to upgrade their membership to a Full Manual Osteopathic Therapist membership or to cancel their membership.

- a. If their intention is to upgrade to a Full Manual Osteopathic Therapist Member, the member is required to provide the following to the Association within 60 days of completion of their program:
 - i. A copy of their transcript (unofficial is acceptable until marks are released)
 - ii. A copy of their diploma or certificate, or on a temporary basis, as determined by the Executive Director, a letter from their educational institution stating that they have successfully completed the first year of their program if convocation is held at a later date.
 - iii. A copy of their valid Standard First Aid (SFA) and Level C CPR certificate.
 - iv. Submit a valid Vulnerable Sector Check (VSC) obtained in the last 90 days from the member's local RCMP or Police Services detachment.
 - b. If their intention is to cancel their membership, the member shall be asked to submit a completed *Appendix 29 – Membership Cancellation Request Form* within 60 days of completion of their program.
5. The Board of Directors grants its authority to Administration to suspend, and if necessary, cancel a member's membership following the steps outlined below regarding non-compliance regarding the *Student and Association Membership Upgrade Policy*.
 6. Prior to suspension, administration shall phone the member to warn them of the impending suspension. This phone call notice shall include:
 - a. The date that the membership will be suspended if no action is taken.
 - b. The date that the membership will be cancelled if no action is taken.
 - c. That additional information surrounding suspension/cancellation of membership will be provided by email if no action is taken.
 7. If a Student Massage Therapist, Associate Massage Therapist, or Student Manual Osteopathic Therapist member fails to provide notice of their intentions before 60 days has passed since the completion of their program, administration shall on the next business day of the association suspend their membership with the association and shall send notification of the suspension by email to the last known address of the member. For Associate Massage Therapist members, if the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired.
 8. If a Student Massage Therapist, Associate Massage Therapist, or Student Manual Osteopathic Therapist member fails to provide the required documentation to upgrade their membership before 60 days has passed since the completion of their program, administration shall on the next business day of the association suspend their membership with the association and shall send notification of the suspension by email to the last known address of the member. For Associate Massage Therapist members, if the suspension has not been lifted within 5 business days of the notice of suspension, the member's number is permanently retired.
 - a. This does not apply to Student Massage Therapist or Associate Massage Therapist members who are seeking to upgrade their membership to a



Registered Massage Therapist. In these circumstances their Student or Associate Membership status shall be allowed to continue following the completion of their program at the discretion of the Executive Director, but their Association membership must be upgraded within 30 days of obtaining membership/registration with a regulatory body.

9. Following suspension of membership, a Student Massage Therapist, Associate Massage Therapist, or Student Manual Osteopathic Therapist member shall have 30 days to provide the required documentation to the Association. If the 30 days has passed since the since their suspension, and the required documentation has not been submitted, administration shall on the next business day of the association cancel their membership with the association and shall send notification of the cancellation by email and regular post to the last known address of the member, and shall provide a copy of the notice of cancellation in the members file along with any outstanding requirements should the member seek future membership re-instatement.
10. If a Student Massage Therapist Member, an Associate Massage Therapist Member, or a Student Manual Osteopathic Therapist member withdraws from their education program prior to its completion, they are to immediately notify the Association of their withdrawal and provide either an acceptance letter into a different program within 30 days of notice, or voluntarily request that their membership be cancelled.
11. If a Student Massage Therapist Member, an Associate Massage Therapist Member, or a Student Manual Osteopathic Therapist member withdraws from their education program prior to its completion, and does not inform the Association of the withdrawal, the Association may, at the discretion of the Executive Director, upon discovery of such a withdrawal immediately cancel the membership of the member.

Original Date of Policy Adoption: November 26, 2021

Date of Last Policy Revision: January 23, 2024



Submission of Educational Documents Policy and Procedure

Purpose:

- To establish clear guidelines for the submission of education documents for the purpose of attaining membership, and subsequent membership class upgrading, as not all schools provide graduation certificates and transcript documents immediately following completion of a program.

Policy

1. In order for a member, or a potential massage therapist member, to become an Associate Massage Therapist member, they must provide proof of completion of a first-year massage therapy program with a minimum of 900 hours from an approved institution. If a diploma or certificate and a copy of their transcript is not available at the time of application, a letter of completion from the program's institution will suffice on an interim basis for a period not to exceed 3 months from the date of completion, unless the institution has a delay that can be confirmed in the release of the diploma or certificate and a copy of the applicant's transcripts. The member shall be responsible to provide the association with the required documents (transcript) prior to 3 months from the date of completion or must provide notice from the institution of a delay in release of said documents prior to 3 months from the date of completion of the program.
2. In order for a member, or a potential massage therapist member, to become a Full Massage Therapist/Spa Therapist member, they must provide proof of completion of a first-year and second-year massage therapy program with an accumulated total of a minimum of 2200 hours from an approved institution(s). If a diploma or certificate and a copy of their transcript is not available at the time of application, a letter of completion from the program's institution will suffice on an interim basis for a period not to exceed 3 months from the date of completion, unless the institution has a delay that can be confirmed in the release of the diploma or certificate and a copy of the applicant's transcripts. The member shall be responsible to provide the association with the required documents (diploma or certificate and transcript) prior to 3 months from the date of completion or must provide notice from the institution of a delay in release of said documents prior to 3 months from the date of completion of the program.
3. In order for a member, or a potential manual osteopathic therapist member, to become a Full Manual Osteopathic Therapist member, they must provide proof of completion of a manual osteopathic therapy program with a minimum of 1000 hours of training from an approved institution. If a diploma or certificate and a copy of their transcript is not available at the time of application, a letter of completion from the program's institution will suffice on an interim basis for a period not to exceed 3 months from the date of completion, unless the institution has a delay that can be confirmed in the release of the diploma or certificate and a copy of the applicant's transcripts. The member shall be responsible to provide the association with the required documents (diploma or certificate and transcript) prior to 3 months from the date of completion or must provide notice from the institution of a delay in release of said documents prior to 3 months from the date of completion of the program.



4. If a member provides a notice of delay, they shall be granted an extension that shall not exceed 60 days past the date of expected document availability.
5. If a member fails to provide the association with the required documents (diploma or certificate and transcripts or notice of delay) by the deadline (3 months from date of completion of the program, or 60 days past the date of expected document availability provided in a notice of delay), then the member shall immediately have their membership suspended. A notice of suspension shall be provided by administration to the last known email address of the member, and the last known regular post address of the member. Administration shall also notify any necessary third parties of the suspension of membership. The suspension shall be for a maximum of 30 days. The suspension may be lifted immediately upon receipt of the required documents.
6. If a member who has been suspended fails to provide the required documents within the 30-day suspension period, then the member shall have their membership cancelled on the first business day following the 30th day and shall be notified by administration of the cancellation to the last known email address of the member, and the last known regular post address of the member.
7. A member who has been cancelled may be reinstated in accordance with the *CMMOTA Membership Reinstatement Policy*.

Administration Procedure:

1. If a member, or membership applicant provides a letter of completion as part of their membership application, administration shall accept the letter of completion, and shall inform the member, or membership applicant of the requirement to provide either a copy of the diploma or certificate and transcripts, or a notice of delay to the association within 3 months of the date of completion. Administration shall be responsible to track the deadline requirements.
2. If a member fails to supply the required documents to the association by the established deadline, administration shall be responsible to immediately suspend the membership of the member, and to notify the member by both email, and regular post of their suspension, and provide details of what is required and by when in order to avoid cancellation. Administration shall also provide notice to any necessary third parties of the suspension of membership.
3. If a suspended member supplies the required documentation on or before the deadline for membership cancellation, then administration shall re-instate membership, and shall notify both the member, and any necessary third parties of the membership reinstatement.
4. If a suspended member does not supply the required documentation on or before the deadline for membership cancellation, then the next business day administration shall cancel the membership and shall inform the member of the cancellation by email and regular post. Administration shall also inform any necessary third parties of the members cancellation.
5. If a member is cancelled, administration shall record all outstanding items in the members file and include documentation of such in the cancelled members paper file, so as to provide for possible future membership re-instatement under the *CMMOTA Membership Reinstatement Policy*.



Original Date of Policy Adoption: November 26, 2021

Date of Last Policy Revision: June 20, 2022



Treatment of Family Members Policy

In those cases where a massage therapist member is a registered member of the Regulatory College in the jurisdiction in which they practice, this policy does not apply, as the standards which those members are responsible to adhere to are set by the regulatory body within those jurisdictions.

Purpose:

- To provide clarification for members on how and when and whom they may treat in regard to family members. While treatment of family members is currently allowed for those members who are not part of a Regulatory College, it is strongly discouraged. For members who are part of a Regulatory College in their respective jurisdictions, the treatment of family members is determined by the College body in their respective province, and as such, this policy does not apply to those members.

Policy:

1. A family member is defined as a person who is a child, a sibling, a parent, a grandparent, or a person who is either married to or in a common law relationship with a child, a sibling, a parent, or a grandparent. A spouse is not included in this policy – please see CMMOTA's *Treatment of Spouse Policy*. A romantic partner is not included in this policy – please see CMMOTA's *Treatment of Romantic Partners Policy*.
2. Treatment of family members is to be performed to the same level and standard as the general public.
3. Treatment of family members is to take place in a clinical setting only. Treatment of a family member is not to take place in a therapist's home. This does not include a home-based business setting where a treatment room has been established – that would be considered a clinical setting.
4. Treatment of family members may be billed.
5. Treatment of family members must occur within normal business hours of the therapist.
6. Treatment of family members must be documented in the same manner as the general public.
7. Reported non-compliance with this policy would result in disciplinary action through the CMMOTA's *Disciplinary Complaints Policy*.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: June 20, 2022



Treatment of Romantic Partner Policy

In those cases where a massage therapist member is a registered member of the Regulatory College in the jurisdiction in which they practice, this policy does not apply, as the standards which those members are responsible to adhere to are set by the regulatory body within those jurisdictions.

Purpose:

- To provide clarification for members on how and when they may treat a romantic partner. For those members who are not part of a Regulatory College, CMMOTA strictly prohibits the treatment of romantic partners regardless of location. For members who are part of a Regulatory College in their respective jurisdictions, the treatment of romantic partners is determined by the College body in their respective province and as such, this policy does not apply to those members.

Policy:

1. A romantic partner is defined as a person who is involved in either in a dating or sexual relationship with a therapist but does not include a person defined as a spouse in CMMOTA's *Treatment of Spouse Policy*.
2. For members who are not registered with a Regulatory College, the treatment of a romantic partner is not allowed under any circumstances.
3. A romantic or sexual relationship with a former client may not be pursued or entered into by a therapist until a twelve (12) month period has passed following termination/discharge of the professional relationship.
4. Reported non-compliance with this policy would result in disciplinary action through the CMMOTA's *Disciplinary Complaints Policy*.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: June 20, 2022



Treatment of Sensitive Areas Policy

In those cases where a massage therapist member is a registered member of the Regulatory College in the jurisdiction in which they practice, this policy does not apply, as the standards which those members are responsible to adhere to are set by the regulatory body within those jurisdictions.

Purpose:

- To provide clarity and guidance for massage and manual osteopathic therapists surrounding the definition of sensitive areas of the body and treatment of those sensitive areas as described in the CMMOTA *Standards of Practice* including necessary consent for treatment of sensitive areas.

Policy:

1. Sensitive areas are defined as the following:
 - a. The inner thigh – meaning the area from one hand breadth above the knee to the crease of the hip joint.
 - b. The gluteal – meaning the area from the top of the pelvic bone to the bottom of the buttocks on the posterior side of the body.
 - c. The breast.
 - d. The chest wall – meaning from below the clavicle (or collarbone) to the bottom of the rib cage on the anterior of the body, including the sides of the body under the arm pit.
 - e. The groin – meaning the area between the abdomen and the thigh on the anterior side of the body.
2. Regarding the treatment of sensitive areas of the body the following actions are restricted activities which may not be performed by any member of the Association:
 - a. Insertion of body parts or equipment into the anus, vagina, or urethra.
 - b. Massage of the penis.
 - c. Massage of the testicles.
 - d. Massage of the vulva.
 - e. Massage of the perineum.
3. Massage of sensitive areas must be for therapeutic purposes only, and may not be conducted for erotic, sensual or sexual pleasure purposes.
4. Written consent must be obtained prior to each treatment session during which a sensitive area will be treated.
5. When undraping and massaging sensitive areas the therapist must seek verbal consent prior to continuing with treatment.
6. Written consent documents form part of the Client's records and must be maintained in accordance with CMMOTA *Client Records, Charting and Treatment Notes Policy*.
7. A sample of a consent form is included as *Appendix 17 – Example of Treatment of Sensitive Areas Consent Form*.

Original Date of Policy Adoption: November 23, 2020

Date of Last Policy Revision: June 20, 2022



Treatment of Spouse Policy

In those cases where a massage therapist member is a registered member of the Regulatory College in the jurisdiction in which they practice, this policy does not apply, as the standards which those members are responsible to adhere to are set by the regulatory body within those jurisdictions.

Purpose:

- To provide clarification for members on how and when they may treat a spouse. While treatment of spouses is currently allowed for those members who are not part of a Regulatory College, it is strongly discouraged. For members who are part of a Regulatory College in their respective jurisdictions, the treatment of spouses is determined by the College body in their respective province, and as such, this policy does not apply to those members.

Policy:

1. A spouse is defined as a person who is either legally married or in a common law relationship with a therapist. A romantic partner is not included in this policy – please see CMMOTA's *Treatment of Romantic Partner Policy*.
2. Treatment of a spouse is to be delivered to the same level and standard as the general public.
3. Treatment of a spouse is to take place in a clinical setting only. Treatment of a spouse is not to take place in a therapist's home. This does not include a home-based business setting where a treatment room has been established – that would be considered a clinical setting.
4. Treatment of a spouse may be billed.
5. Treatment of a spouse must occur within normal business hours of the therapist.
6. Treatment of a spouse must be documented in the same manner as the general public.
7. Reported non-compliance with this policy would result in disciplinary action through the CMMOTA's *Disciplinary Complaints Policy*.

Original Date of Policy Adoption: October 19, 2020

Date of Last Policy Revision: June 20, 2022



Verbal Abuse Policy

Purpose:

- To establish conduct expectations for members, and response expectations from staff should instances of verbal abuse arise.

Policy:

1. Verbal abuse of staff by a member, or potential member will not be tolerated. Verbal abuse includes, but is not limited to, the act of harassing, labeling, insulting, scolding, rebuking, or excessive yelling towards an individual. Members who verbally abuse staff may have a complaint filed against them in accordance with CMMOTA Bylaw 3.6.2.10. which shall be dealt with in accordance with the CMMOTA *Disciplinary Policy for Complaints*.
2. In the case where an individual commits verbal abuse against a staff member, the staff member may immediately terminate the conversation without warning (e.g. hang up the phone).

Administrative Procedure:

1. If a staff member feels that they have been the recipient of verbal abuse by a member of the Association, they shall immediately report the incident in writing to the Executive Director.
2. Upon receiving a report of verbal abuse, the Executive Director may, at their discretion, initiate the process of filing a complaint against the member in question, in accordance with the CMMOTA *Disciplinary Policy for Complaints*.

Original Date of Policy Adoption: January 23, 2022

Date of Last Policy Revision: September 12, 2022



Virtual Consultations/Treatment Policy

Purpose:

- This policy was written in response to requests from our members during the COVID-19 pandemic. It outlines the requirements of CMMOTA therapists who choose to provide Virtual Consultation/Treatment Services to their clientele.

Policy:

1. Virtual Consultations/Treatment may only be delivered to clientele who are residents of Canada.
2. Virtual consultation/treatment must fall within the scope of training of the therapist performing the consultation and the therapist must abide by any policy and/or guidelines set in place by the CMMOTA.
3. Virtual Consultations may be billed as either a Massage Treatment - Virtual, or a Manual Osteopathic Therapy Treatment – Virtual. All receipting must contain this in the item line, or as treatment type.
4. Virtual Consultations/treatment may be direct billed to any health insurance provider, but must be identified as a virtual treatment.
5. Any member of the CMMOTA wishing to perform a Virtual Consultation must have the client read and initial the CMMOTA supplied "Informed Consent for Virtual Consultations Form" (see Appendix 12: Informed Consent for Virtual Consultations Form) and return it to the Therapist **before** the Virtual Consultation Session. **This form must be initialled, signed and dated for EACH Virtual Consultation Appointment by both the Client and the Therapist.**
6. All Virtual Consultations must be conducted via a video conferencing platform that allows for the consultation to be audio and video recorded.
7. All therapists must at the beginning of the Virtual Consultation verbally ask the client for consent to record the consultation and inform the client that the recording shall become part of their client file. A consultation cannot continue without the client's written **and** verbal consent to record the consultation.
 - a. Wording "Do you provide consent to audibly and visually record this Virtual Consultation session for the expressed purpose of it being maintained as part of your client file."
8. All recordings must be maintained to the clients file, and must be maintained in their file, along with consultation notes, for a period of not less than 10 years, as per the guidelines surrounding the maintenance of treatment notes by a therapist.
9. All recordings are property of the therapists, and may not be shared either to the client, or to another person, except by court order.
10. During the consultation the therapist may clearly instruct and visually demonstrate self tests to aid in understanding a client's concern(s).
11. During the consultation the therapist may visually supervise a clients' performance of a self test(s).



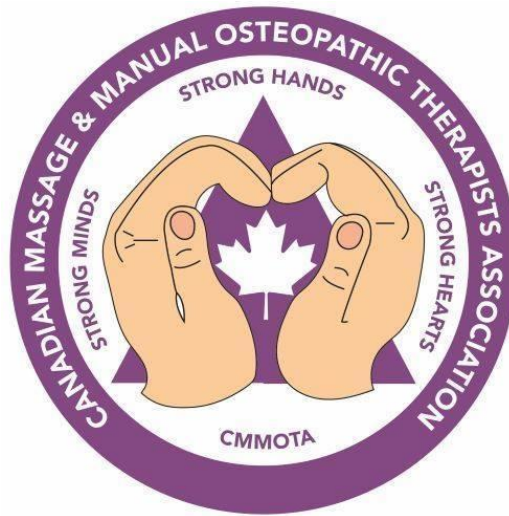
12. During the consultation the therapist may seek audible confirmation of the clients' experience while performing a self test(s).
13. During the consultation the therapist may clearly instruct and visually demonstrate self care techniques which may help with a client's concern(s). These self care techniques may include any of the following:
 - a. Self Care: Strengthening
 - b. Self Care: Hydrotherapy
 - c. Self Care: Breathing Exercise
 - d. Self Care: Stretching
 - e. Self Care: Special Tests
 - f. Self Care: AROM, PROM, RROM Testing
 - g. Self Care: Assessments
 - h. Self Care: Homecare
 - i. Self Care: Massage (RMT Only)
 - j. Self Care: General Osteopathic Techniques (MOT Only)
 - k. Self Care: Structural Corrections (MOT Only)
14. During the consultation the therapist may supervise a client's performance of a self care technique(s).
15. During the consultation, the therapist may seek audible confirmation of the client's experience while performing a self care technique(s).
16. During the consultation, the therapist may make suggestions on ongoing self care technique(s) that the client may perform without supervision and assist the client in establishing a self care routine to address any of the client's concern(s).
17. During the consultation, the therapist may agree to provide access to either Audio/Visual self care documentation or written self care documentation to the client after completion of the consultation.
18. In addition to a copy of the recorded consultation, the Therapist shall complete Consultation notes for each consultation session on the Virtual Consultation Notes form (see Appendix 13: Virtual Consultation Notes) provided by CMMOTA. These notes, together with the recording of the consultation shall be maintained to the client's file and must be maintained in their file for a period of not less than 10 years, as per the guidelines surrounding the maintenance of treatment notes by the therapist.
19. Virtual Consultation notes must include documentation of:
 - a. Verbal consent to record the consultation
 - b. Interpreted results of any self testing done by the client.
 - c. Any self care plan developed for the client
 - d. All advice offered to the client, which shall be classified as client self care or client rehabilitation.
 - e. All self care treatments that were done under the therapist's supervision during the session, and the results.
 - f. Whether self care was demonstrated to the client, or what other means were provided to instruct the client in the self care technique.



g. Which area(s) of the body that were addressed in the consultation

Original Date of Policy Adoption: August 19, 2020

Date of Last Policy Revision: September 18, 2021



Canadian Massage & Manual Osteopathic Therapists Association Policy and Procedure Handbook

Appendices



Appendix 1: Board of Directors Nomination Form

Positions Available for Nomination:

| | |
|----------------------|------------------|
| (POSITION AVAILABLE) | (LENGTH OF TERM) |
| (POSITION AVAILABLE) | (LENGTH OF TERM) |
| (POSITION AVAILABLE) | (LENGTH OF TERM) |
| (POSITION AVAILABLE) | (LENGTH OF TERM) |
| (POSITION AVAILABLE) | (LENGTH OF TERM) |

Things You Need to Know

If you allow your name to be put forward for a Board Position you must keep the following date(s) reserved for CMMOTA, as they will cover off Board Orientation and the Board’s Annual Retreat. This year those dates are:

In addition to these dates, you should keep in mind that the expected commitment level will be a minimum of 6 Board of Directors meetings held either by Zoom (video conference) or in person. You may also be asked to serve on additional committee appointments, as shall be determined by the Board of Directors.

Being a Board Member requires a commitment of time and energy, and a willingness to develop your skills through experience by supporting the Association in working within a team setting, which is our Board of Directors.

As a Board Member you do NOT REPRESENT YOUR OWN INTERESTS, but the broader interests of the organization. You should:

1. Understand what the Canadian Massage and Manual Osteopathic Therapists Association does and how it contributes to the massage and manual osteopathic therapy industries throughout Canada (Mission Statement, Values, Objects of the Association, Bylaws and Policies and Procedures); and
2. Have a desire to see the Canadian Massage and Manual Osteopathic Therapists Association develop and grow; and
3. Understand and be willing to endorse the mission of the Canadian Massage and Manual Osteopathic Therapists Association WITHOUT RESERVATION. Too often, people join a Board in order to force a specific change and become disillusioned when they realize that the change will not benefit the entire Association.

In addition, Board Members must exhibit the following:

1. **Loyalty** - uphold the interests of the Association and its Membership.



2. **Avoid conflict of interest** - in a position of public trust, you must act in good faith and in the best interests of the entire Association.
3. **Appropriate conduct** - your behavior should reflect the principles of fair play, ethics, and straight forward communication at all times.
4. **Be organized** - you should prepare for meetings, understand the formats and procedures, and have completed any duties required.
5. **Active participation** - be prepared to attend all Board meetings, the Annual General Meeting, and any committee meetings as required.
6. **Board and staff relations** - have a friendly working relationship and be aware of the lines of authority and communication within the organization – example: Who interacts with staff, and who is authorized to make public statements.
7. **Confidentiality** - be able to keep Board business confidential.
8. **Personal responsibility** - take the time to read any information provided and do research when necessary.

Qualities of a good board member:

- Curiosity
- Courage
- Willingness to learn
- Desire to participate
- Integrity
- Good judgement
- Perspective
- Commitment to learning

Skills of a good board member:

- Ability to present options
- Willingness and ability to listen
- Ability to ask questions
- Flexibility
- Dependability
- Ability to think critically, creatively, and strategically

Each Board will have its own structure within the rules dictated by the Societies Act. It is not necessary to have previous Board experience in order to volunteer. In fact, volunteering to be a Board Member can be a very rewarding and educational experience. Volunteers are given the opportunity to:

- contribute to a cause they believe in
- learn new skills
- network with like-minded individuals
- refine their communication and organization skills
- experience working within an organizational structure
- develop policies and procedures for the good of all Members
- experience participating in governance of an organization
- demonstrate leadership and work as a team

All Board Members will be provided with an orientation session with the Executive Director and will be required to participate in a Board orientation session and a Board Retreat once per year.



The Board of Directors of the Canadian Massage & Manual Osteopathic Therapists Association consists of the following positions:

- President,
- Vice President,
- Secretary,
- Treasurer
- Director.

CMMOTA also has an administration staff which includes an Executive Director, Government and Industry Relations Manager, Financial Officer and additional office staff.

Anyone wishing to volunteer as a Board Member should ensure that they can operate within the guidelines listed.

All Associations are only as good as their Membership/Board Members and staff, and we welcome membership participation.

Principles of Good Governance

- Participation
- Rule of law
- Transparency
- Responsiveness
- Consensus orientation
- Equity and fairness
- Effectiveness and efficiency
- Accountability
- Strategic
- Vision (direction)

The only way a board can responsibly do its job without meddling or micromanaging is by monitoring very well. The best boards keep their noses in the business and their fingers out!

To DIRECT and PROTECT the Association, the board must:

- CONNECT: get to know each other's strengths and weaknesses
- EXPECT: have a shared understanding about what directors of the board are expected to do
- CORRECT: deal with requirements and expectations to keep board performance optimal

With respect to the Executive Director, the board must:

- SELECT: choose an appropriate person to lead the association
- INSPECT: monitor the progress of the association against the strategic plan in place
 - There are always risks in delegation, but this is the road to multiplied results.
 - By monitoring the results, the Executive Director has achieved, compared to the plans, and policies, and strategic plan set by the board is how the board fulfills the responsibility to *inspect*.

The board's role with its leadership is to *select, redirect,* and - if necessary - *eject*



Organizational results are a product of all the efforts of everyone in the organization. The board's responsibility is to simply *reflect* on these results.

Board members must feel the impact of their decisions and their leadership as much as, or more than, any other member of the association.

The key word for boards regarding membership and their expectations is *respect*.

Who Owns the Association?

A major misconception about non-profit organizations concerns ownership of a non-profit. No one person or group of people own a non-profit organization. When someone refers to the ownership of a non-profit organization (NPO), it is often used metaphorically to show that the members, and directors of an NPO have a stake in the organization's success to continue to provide services its members require.

For CMMOTA, members act as the "owners" when they nominate the board of directors, change the by-laws, or when reviewing the results achieved. These same members act as the "customers" when they receive the services such as newsletters, reduced costs for services or products that come with our member perks or receive answers to questions. Staff will work with the members where there are concerns that require service, but governance issues will be directed to the board.

Powers and Duties of ALL Board of Directors:

In accordance with the CMMOTA Bylaws, below are listed the powers and duties of the Board of Directors. The board is responsible to ensure that the following are done. In many cases these powers and duties are delegated to be fulfilled by Administration, while providing governance over the fulfilment of the individual duties through the setting of policy.

- Management of the day-to-day operations of the Association; and
- Promotion and development of the Objects, Mandate and Vision of the Association; and
- Promotion and development of the Membership of the Association; and
- Development and implementation of policies, rules, and regulations for the operations the Association; and
- Maintain a Registry of members and oversee Membership requirements, including payment and collection of Membership fees; and
- Prepare and file the Association's Annual filings and maintain the currency of the Association's information with the Alberta Corporate Registry; and
- Coordinate and conduct an Annual General Meeting each calendar year; and
- Acquire and take by purchase, donation or otherwise, all types of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve, and develop it, and may erect and maintain any necessary buildings or structures; and
- Management, protection and development of the Association's assets and property; and
- Entering into contracts or retaining 3rd parties to affect the business of the organization; and
- Development and implementation of the annual budget for the Association; and



- Ensuring the annual audit of the Association's financial records; and
- Maintain the currency of all tax filings and remittances; and
- Payment of expenses, costs and liabilities associated with the operations of the Association; and
- Purchase, lease or otherwise acquire, alienate, sell, exchange, or dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings, or property, moveable or immovable, real, or personal, or any right or interest owned by the Association, for such consideration and upon such terms and conditions as they deem advisable; and
- Wind-up or dissolution of the Association, subject to Article 7.7; and
- All such other acts and things as the Association is, by its constitution, authorized to do; and
- Delegation of its powers and duties to the Executive Director, as may be appropriate.

Additionally, the Board is collectively responsible to:

- Oversee the responsibilities of the Executive Director, including an annual review, and providing feedback to improve performance expectations (if required).

Additional President Duties:

- Manage and supervise the operations and affairs of the Association to ensure business is conducted in accordance with the best interests of the Association; and
- Call and Chair the Meetings of the Board and Membership; and
- Public spokesperson for the Association, unless otherwise delegated by the President; and
- With the Secretary, sign the Association's Resolutions and legal contracts; and
- May act as an ex-officio member of a Standing Committee; and
- Such further and other duties as may be assigned by the Board from time-to-time.

Additional Vice President Duties:

- Assist with the management and supervision of the operations and affairs of the Association; and
- In the absence of the President, call and Chair the Meetings of the Board and Membership, or delegate a director to do so; and
- In the absence of the President, act as public spokesperson for the Association, unless otherwise delegated by the President; and
- Act as Interim President pending an election in the event of the resignation, incapacity, or termination of the President; and
- In the event of the absence of the Secretary, record the Minutes of the Meetings, or delegate a director to do so; and
- Such further and other duties as may be assigned by the Board from time-to-time.

Additional Secretary Duties:

- Distribute relevant materials prior to the Meetings; and
- Accurately record and maintain the Minutes of all Meetings; and
- With the President, sign the Association's Resolutions and legal contracts; and
- Such further and other duties as may be assigned by the Board from time-to-time.



Additional Treasurer Duties:

- Keep a detailed account of revenues and expenditures of the Association in proper books of account; and
- Review and provide recommendations regarding the Association's monthly financial records and reconciliation; and
- Review and provide recommendations regarding the year end Audit of the financial transactions of the Association during each fiscal year; and
- Present Audited Financial Statements detailing the financial position of the Association to the Membership at the Annual General Meeting; and
- Such further and other duties as may be assigned by the Board from time-to-time.

If after reading the details above you are interested in volunteering by allowing your name to be nominated for a Board position, please submit the following nomination form no later than 11:59 pm _____ via email or fax. Once Administration has reviewed nomination papers and determined the nominee's eligibility to act as a Director as prescribed in CMMOTA Bylaw 4.3 and 4.4., the information provided will be circulated to Membership for consideration not less than 21 days prior to the Annual General Meeting.



Board of Directors Nomination Form:

Please complete the following and send to CMMOTA at info@cmmota.com or by fax to 403.517.7675.

Position Being Nominated For (Check One Box Only) – A person may not be nominated for more than one position on the Board of Directors in accordance with CMMOTA Bylaw 4.4.1.2.

- President
- Vice President
- Secretary
- Treasurer
- Director

Name of Nominee: _____

Address of Nominee: _____

Membership # of Nominee: _____

Name and Membership Number of Nominator #1

Name and Membership Number of Nominator #2

BIOGRAPHICAL INFORMATION

Have you had Previous Board experience: Yes_____ No_____

If yes, please state what positions you have held:

Tell the membership a bit about yourself (suggestions like how long you have been a therapist, things that you love doing outside of massage or manual osteopathic therapy, etc.)



I would make a good addition to the Board of Directors because _____

My greatest character strength is _____

My greatest character weakness is _____

This is an open spot to tell the Membership anything else not covered above to make your pitch as to why they should elect you to become a part of the CMMOTA Board of Directors:

I have read the CMMOTA *Board of Directors Nomination(s) Policy*, and CMMOTA Bylaw sections 4.3., 4.4., 5.3.2., and 5.4.. I understand that in submitting the above information, that, upon confirmation of my eligibility by CMMOTA Administration, it will be shared with the entire Membership of the Association for the purposes of informing them of my candidacy for the position for which I have accepted this nomination. I have set aside in my calendar the dates outlined in the above document for Board Orientation and Board Retreat.

Nominee's Signature _____

Date _____

Last Updated: September 13, 2023



Appendix 2: Board of Directors Remuneration and Expense Reimbursement Schedule

Basic Rate:

Director - \$200 per annum

Secretary - \$400 per annum

Treasurer - \$600 per annum

Vice President - \$300 per annum

President - \$500 per annum

Per Diem Rate:

0 – 2 Hours – No Compensation

2 Hours 1 minute – 5 Hours - \$250

5 hours 1 minute – 8 Hours - \$450

8+ Hours - \$600

Travel

Airfare – reimbursement for Economy Rate travel plus baggage as required. (Receipt required)

Personal Vehicle – \$0.68 per km (origin and destination addresses required) up to 5000km/year; \$0.62 per km in excess of 5000km/year.

Taxi/Ride Service – basic rate only, tips up to 10% of total bill reimbursed (receipt required)

Vehicle Rental – reimbursement for rental of economy if 1 passenger, for rental of mid-size if multiple passengers. All rentals must include payment for insurance option (Receipt Required). Fuel covered (receipts required).

Meals (alcoholic drinks not reimbursed, tips up to 10% of total bill reimbursed)

Breakfast – maximum before taxes and tip - \$20 (receipt required) per person – details required

Lunch – maximum before taxes and tip - \$25 (receipt required) per person – details required

Dinner – maximum before taxes and tip - \$30 (receipt required) per person – details required

Accommodation

Hotel/Motel – standard queen/king room, single or double occupancy (receipt required)



Original Date of Appendix Adoption: May 8, 2023

Date of Last Appendix Revision: September 13, 2023

Date Appendix in effect: September 14, 2023



Appendix 5: Disciplinary Committee Application Form

Things You Need to Know

If you apply for a Disciplinary Committee Position you should keep in mind that the expected commitment level will be a minimum of 1 day of training per term, which must be completed before you are eligible to serve at a Disciplinary Hearing, and participation in an in-person Disciplinary Hearings which will take place at the CMMOTA Office in Red Deer Alberta on a case-by-case basis.

Being a Disciplinary Committee Member requires a commitment of time and energy, and a willingness to use your skills and experience for the purpose of supporting the Association.

Eligibility Requirements:

- You must be a Member of the Canadian Massage and Manual Osteopathic Therapists Association; and
- You must not have served longer than six consecutive years on this committee without having a one-year break.

Term:

- Appointments are for a 2-year term, and you may reapply after the completion of the two-year term and be reappointed for up to 6 consecutive years.

Compensation:

- A Disciplinary Committee Member shall receive 4 CEC each year provided that they attend the annual training day. There will not be any monetary compensation for either the annual training day, or any Disciplinary Committee meetings.
- A Disciplinary Committee Member shall receive an additional 4 CEC for each Disciplinary Hearing they sit on.
- A Disciplinary Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in the hearing.
- If attendance at a Disciplinary Hearing requires travel by a Disciplinary Committee Member, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
- One meal and refreshments will be provided for a Disciplinary Committee Member during the hearing, provided that the hearing and writing of the Disciplinary Hearing Report extends past 3 hours.
- If a hearing extends past one day, a Disciplinary Committee Member will be provided a hotel room at the expense of the Association.
- If the location of the hearing is more than 300 km from the Appeals Hearing Committee Member's place of residence, a hotel room may be provided at the expense of the Association.

As a Disciplinary Committee Member, you do NOT REPRESENT YOUR OWN INTERESTS, but the broader interests of the Association. You should:

1. Understand what the Canadian Massage and Manual Osteopathic Therapists Association does and how it contributes to the massage industry throughout Canada



(Mission Statement, Values, Objects of the Association, Bylaws and Policies and Procedures).

2. Have a desire to see the Canadian Massage and Manual Osteopathic Therapists Association develop and grow, particularly in upholding a professional standard for the Association.
3. Are willing to uphold the CMMOTA Bylaws, the standards of practice for both MOT and RMT, the scope of practice for both MOT and RMT, the Code of Ethics, and the Policy and Procedures of the CMMOTA.
4. Are willing to act in an unbiased manner with a spirit of fairness, and sensitivity, while maintaining professional composure while hearing evidence to determine whether a Member has breached the Bylaws, Standard of Practice, Scope of Practice, Code of Ethics or the Policy and Procedures of the CMMOTA.
5. Understand and be willing to endorse the mission of the Association WITHOUT RESERVATION. Too often, people join a Board or committee in order to force a specific change and become disillusioned when they realize that the change will not benefit the entire Association.

In addition, disciplinary committee Members must exhibit the following:

1. **Loyalty** - uphold the interests of the Association and its Membership.
2. **Avoid conflict of interest** - in a position of public trust, you must act in good faith and in the best interests of the entire Association.
3. **Appropriate conduct** - your behavior should reflect the principles of fair play, ethics, and straight forward communication at all times.
4. **Be organized** - you should prepare for meetings, understand the formats and procedures, and have completed any duties required.
5. **Active participation** - be prepared to attend all committee meetings, and any disciplinary hearing meetings as required.
6. **Committee, Board of Directors and staff relations** - have a friendly working relationship and be aware of the lines of authority and communication within the organization – example: Who interacts with staff, and who is authorized to make public statements.
7. **Confidentiality** - be able to keep Association business confidential
8. **Personal responsibility** - take the time to read any information provided, and do research when necessary

Each committee will have its own structure within the rules dictated by the Societies Act. It is not necessary to have previous experience in order to volunteer. In fact, volunteering to be a committee Member can be a very rewarding and educational experience. Volunteers are given the opportunity to:

- contribute to a cause they believe in
- learn new skills
- network with like-minded individuals
- refine their communication and organization skills
- experience working within an organizational structure
- develop policies and procedures for the good of all Members

The Disciplinary Committee of the Canadian Massage & Manual Osteopathic Therapists Association consists of the following positions:



- Chair (a member of the CMMOTA Administration, or a member of the committee appointed by the Board)
- A minimum of 3 and a maximum of 12 Members who are in good standing with the Association, and are not Members of any other committee, or serve on the Board of Directors.

Anyone wishing to volunteer should ensure that they can operate within the guidelines listed.

If after reading the details above you are interested in volunteering by applying for a Disciplinary Committee position, please submit the following application form via email or fax. Once Administration has reviewed your application papers for eligibility to act as a Disciplinary Committee Member as prescribed in CMMOTA *Establishment of a Disciplinary Committee Policy* as published in the CMMOTA Policy and Procedure Handbook, it will be forwarded to the Board of Directors for their review.



Disciplinary Committee Application Form:

Please complete the following and send to CMMOTA at info@cmmota.com or by fax to 403.517.7675.

I am applying to become a Member of the Disciplinary Committee.

Name of Applicant: _____

Address of Applicant: _____

Membership # of Applicant: _____

BIOGRAPHICAL INFORMATION

Have you had Previous Board/committee experience: Yes _____ No _____

If yes, please state what positions you have held:

Tell the Board of Directors a bit about yourself (suggestions like how long you have been a therapist, things that you love doing outside of massage/manual osteopathic therapy, etc.)

Tell us about your educational experience(s) (This includes anything past high school both massage/manual osteopathic therapy and non-massage/manual osteopathic therapy related)

Tell us about your work experience (both massage/manual osteopathic therapy and other)



Appendix 6 – CMMOTA Complaint Form

Information Page

The Canadian Massage & Manual Osteopathic Therapists Association takes your complaint seriously and will follow the steps laid out in the CMMOTA *Disciplinary Policy for Complaints* to resolve the complaint. It is important to note that often the process can take 3-6 months to complete depending on the complexity of the complaint.

Conduct Justifying a Complaint:

Any person may make a complaint against a Member regarding any conduct of a Member that:

1. Violates any provision in the Code of Ethics, Standards of Practice, Scope of Practice or the CMMOTA Bylaws; and/or
2. Is detrimental to the best interests of the public; and/or
3. Harms or tends to harm the standing of the profession generally; and/or
4. Displays a lack of knowledge, skill, or judgement in the practice of the profession.

To initiate a formal inquiry into your complaint, please:

- Complete the CMMOTA Complaint Form in its entirety. A completed form is necessary to initiate a formal inquiry into your complaint(s).
- Complete the form *Appendix 7 – Complaints Consent Document*.
- Complete the form *Appendix 8 – Consent Form to Examine Confidential Information and Treatment Records*.
- Forward the completed forms to the CMMOTA office. You can send it to info@cmmota.com or fax them to 403-517-7675.

Upon receiving the forms, the CMMOTA will, in accordance with CMMOTA *Disciplinary Policy for Complaints*, do the following:

- Administration shall contact the Member in question by letter and provide them with a copy of the complaint, and request that the member provide a written response to the complaint within 30 days of the publication of the letter.
- Refer the file to the head of the Professional Conduct and Complaints Department, for the purpose of investigation of the complaint.
- During the investigation, CMMOTA may contact those individuals who may have information relevant to the complaint.
- During the investigation, CMMOTA may examine, with the consent provided by *Appendix 8 – Consent Form to Examine Confidential Information and Treatment records*, any information relevant to the complaint, and obtain copies of the information for the complaint file.
- Following the conclusion of the investigation, CMMOTA shall review all information and make a recommendation to the CMMOTA Board of Directors, on how to proceed with the complaint.
- CMMOTA will inform the complainant and Member in writing of the recommendation made to the CMMOTA Board of Directors following the investigation.
- If further action is warranted, CMMOTA will inform the complainant and the Member in writing.

*If you have any questions or require assistance to complete this form, please contact the CMMOTA office at 403-356-1160 or info@cmmota.com.



Please note:

- Although the CMMOTA seeks to resolve conflicts between clients and our Members to the satisfaction of all parties involved, the purpose of the complaints process is to reduce the risk of recurrent conduct that prompted the initial complaint.
- The Canadian Massage & Manual Osteopathic Therapists Association cannot award financial compensation.



OFFICE USE ONLY – COMPLAINT FILE NUMBER _____ - _____ .

Information of Person Registering Complaint

Ms. /Mrs. /Mr. /Dr. _____

Email Address: _____

Mailing Address: _____

City, Province: _____ Postal Code: _____

Telephone:

(home) _____ (work) _____ (cell) _____

- If you are not the client, please describe your relationship to the client and provide details about the client below. If you are the client, please provide Date of Birth and then proceed to **Therapist Information**.

Relationship to Client: _____ Date of Birth: _____

- Please note that if you are making a complaint on behalf of a client, consent from the client or the client’s legal representative to release medical information will be required.

Client Information

Ms./Mrs./Mr./Dr. _____

Mailing Address: _____

City, Province: _____ Postal Code: _____

Date of Birth:(D/M/Y) _____ Telephone: _____

Date of Death: _____ Telephone (W): _____

Telephone (C): _____

Therapist Information

Therapist’s Name: _____

Clinic Name: _____

Clinic Address: _____

City, Province: _____ Postal Code: _____

Clinic Telephone Number: _____

Therapist Membership Number: _____



OFFICE USE ONLY – COMPLAINT FILE NUMBER _____ - _____ .

Witness Information

Provide the name(s) of any other individual(s) and the details of the information they may have pertaining to the complaint (i.e. physician, other health professionals).

Name: _____ Telephone Number: _____

Relationship to the client: _____

Information pertaining to complaint: _____

Name: _____ Telephone Number: _____

Relationship to the client: _____

Information pertaining to complaint: _____

Name: _____ Telephone Number: _____

Relationship to the client: _____

Information pertaining to complaint: _____

Name: _____ Telephone Number: _____

Relationship to the client: _____

Information pertaining to complaint: _____

- If there are additional witnesses, please provide them on an additional piece of paper. Thank-you.

Has this complaint been registered with any other organization or agency? _____Y _____N

If so, please complete the following:

Organization Name: _____

Contact Name: _____ Telephone Number: _____

Organization Name: _____

Contact Name: _____ Telephone Number: _____



Appendix 7 – Complaints Consent Document

| |
|--|
| OFFICE USE ONLY – COMPLAINT FILE NUMBER _____ - _____ . |
|--|

Information of Person Registering Complaint

Ms. /Mrs. /Mr. /Dr. _____

Email Address: _____

Mailing Address: _____

City, Province: _____ Postal Code: _____

Telephone:

(home) _____ (work) _____ (cell) _____

STATEMENT OF AUTHORIZATION

I, _____, hereby authorize the Canadian Massage and Manual Osteopathic Therapists Association to both proceed with an investigation into the complaint that I have made, and to adjudicate the matter based on the results of their investigation as per the CMMOTA *Disciplinary Policy for Complaints* document within the next 10 business days. I understand that although the CMMOTA seeks to resolve conflicts between complainants and its Members to the satisfaction of all parties involved, the purpose of the complaints process is to reduce the risk of recurrent conduct that prompted the initial complaint. I also understand that the Canadian Massage & Manual Osteopathic Therapists Association cannot award financial compensation. I attest that I make this statement of my own free will.

Name of Complainant _____

Signature of Complainant _____

Date (YYYY/MMM/DD): _____



Appendix 8 – Consent Form to Examine Confidential Information and Treatment Records

OFFICE USE ONLY – COMPLAINT FILE NUMBER _____ - _____ .

Client Information

Ms. /Mrs. /Mr. /Dr. _____

Email Address: _____

Mailing Address: _____

City, Province: _____ Postal Code: _____

Telephone:

(home) _____ (work) _____ (cell) _____

STATEMENT OF AUTHORIZATION

To Whom it May Concern,

I, (clients name) _____, hereby authorize (name of therapist) _____ and/or (name of clinic) _____ to allow access to all my personal information that they are retaining including, but not limited to my treatment records, to the Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA) and their representatives. I also grant permission for the CMMOTA to obtain copies of this information for the purposes of investigation and adjudication of a complaint of which I am a part. I also grant permission for the CMMOTA to retain the obtained information as part of the Complaint File for as long as they deem necessary.

I attest that I am granting this authorization of my own free will.

Name of Client _____

Signature of Client _____

Date (YYYY/MMM/DD): _____



Appendix 9 – Cleaning and Disinfection Logbook Template

YOUR CLINIC NAME – Cleaning and Disinfection Log

ROOM/LOCATION: _____

| Date (MM/DD) | Time | Actions Completed (Check all that apply) | Completed by (Name) | Initials |
|--------------|--|--|---------------------|----------|
| / | <input type="checkbox"/> AM <input type="checkbox"/> PM . . | <input type="checkbox"/> Clean and Disinfected: <input type="checkbox"/> Doorknobs <input type="checkbox"/> Treatment Table/Chair <input type="checkbox"/> Handrails <input type="checkbox"/> Handles (faucet, toilet, cabinet, etc.) <input type="checkbox"/> High Touch Equipment <input type="checkbox"/> Toilet <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> Counter/other surfaces <input type="checkbox"/> Electronics (debit machines etc) <input type="checkbox"/> Light Switches <input type="checkbox"/> Sink <input type="checkbox"/> Floor | | |
| / | <input type="checkbox"/> AM <input type="checkbox"/> PM . . | <input type="checkbox"/> Clean and Disinfected: <input type="checkbox"/> Doorknobs <input type="checkbox"/> Treatment Table/Chair <input type="checkbox"/> Handrails <input type="checkbox"/> Handles (faucet, toilet, cabinet, etc.) <input type="checkbox"/> High Touch Equipment <input type="checkbox"/> Toilet <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> Counter/other surfaces <input type="checkbox"/> Electronics (debit machines etc) <input type="checkbox"/> Light Switches <input type="checkbox"/> Sink <input type="checkbox"/> Floor | | |
| / | <input type="checkbox"/> AM <input type="checkbox"/> PM . . | <input type="checkbox"/> Clean and Disinfected: <input type="checkbox"/> Doorknobs <input type="checkbox"/> Treatment Table/Chair <input type="checkbox"/> Handrails <input type="checkbox"/> Handles (faucet, toilet, cabinet, etc.) <input type="checkbox"/> High Touch Equipment <input type="checkbox"/> Toilet <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> Counter/other surfaces <input type="checkbox"/> Electronics (debit machines etc) <input type="checkbox"/> Light Switches <input type="checkbox"/> Sink <input type="checkbox"/> Floor | | |
| / | <input type="checkbox"/> AM <input type="checkbox"/> PM . . | <input type="checkbox"/> Clean and Disinfected: <input type="checkbox"/> Doorknobs <input type="checkbox"/> Treatment Table/Chair <input type="checkbox"/> Handrails <input type="checkbox"/> Handles (faucet, toilet, cabinet, etc.) <input type="checkbox"/> High Touch Equipment <input type="checkbox"/> Toilet <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> Counter/other surfaces <input type="checkbox"/> Electronics (debit machines etc) <input type="checkbox"/> Light Switches <input type="checkbox"/> Sink <input type="checkbox"/> Floor | | |



Appendix 10: Investigation Committee Application Form

Things You Need to Know

If you apply for an Investigation Committee Position you should keep in mind that the expected commitment level will be a minimum of 1 day of training per term, which must be completed before you are eligible to serve as an Investigation Team member, and participation in investigations as part of an Investigation Team which will take place on a case by case basis.

Being an Investigation Committee Member requires a commitment of time and energy, and a willingness to use your skills and experience for the purpose of supporting the Association.

Eligibility Requirements:

- You must be a Member of the Canadian Massage and Manual Osteopathic Therapists Association; and
- You must not have served longer than six consecutive years on this committee without having a one-year break.

Term:

- Appointments are for a 2-year term, and you may reapply after the completion of the two-year term and be reappointed for up to 6 consecutive years.

Compensation:

- An Investigation Committee Member shall receive 4 CEC per year provided that they take part in the annual training day. There will not be any monetary compensation for either the annual training day, or any Investigation Committee meetings.
- An Investigation Committee Member shall receive an additional 4 CEC for the work that they do as part of an Investigation Team.
 - When involved as a member of an investigation team, an Investigation Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in the investigation. Compensation shall be as follows:
 - i. Less than 1 hour – No compensation
 - ii. 1-2 hrs - \$50
 - iii. 2-4 hrs - \$100
 - iv. 4-6 hrs - \$150
 - v. 6-8+ hrs - \$200
- If an investigation requires travel, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
- Investigation Committee members shall be responsible for their own meals during the investigation process.
- In the case that an investigation requires overnight travel, the member(s) of an Investigation Team will be provided with a hotel room at the expense of the Association.



As an Investigation Committee Member, you do NOT REPRESENT YOUR OWN INTERESTS, but the broader interests of the Association. You should:

1. Understand what the Canadian Massage and Manual Osteopathic Therapists Association does and how it contributes to the massage industry throughout Canada (Mission Statement, Values, Objects of the Association, Bylaws and Policies and Procedures)
2. Have a desire to see the Canadian Massage and Manual Osteopathic Therapists Association develop and grow, particularly in upholding a professional standard for the Association.
3. Are willing to uphold the CMMOTA Bylaws, the Standards of Practice for both MOT and RMT, the Scope of Practice for both MOT and RMT, the Code of Ethics, and the Policy and Procedures of the CMMOTA.
4. Are willing to act in an unbiased manner with a spirit of fairness, and sensitivity, while maintaining professional composure while investigating a matter to determine whether a Member has breached the Bylaws, Standard of Practice, Scope of Practice, Code of Ethics or the Policy and Procedures of the CMMOTA.
5. Understand and be willing to endorse the mission of the Association WITHOUT RESERVATION. Too often, people join a Board or committee in order to force a specific change and become disillusioned when they realize that the change will not benefit the entire Association.

In addition, investigation committee Members must exhibit the following:

1. **Loyalty** - uphold the interests of the Association and its Membership.
2. **Avoid conflict of interest** - in a position of public trust, you must act in good faith and in the best interests of the entire Association.
3. **Appropriate conduct** - your behavior should reflect the principles of fair play, ethics, and straight forward communication at all times.
4. **Be organized** - you should prepare for meetings, understand the formats and procedures, and have completed any duties required.
5. **Active participation** - be prepared to attend all committee meetings, and any disciplinary hearing meetings as required.
6. **Committee, Board of Directors, and staff relations** - have a friendly working relationship and be aware of the lines of authority and communication within the organization – example: Who interacts with staff, and who is authorized to make public statements.
7. **Confidentiality** - be able to keep Association business confidential.
8. **Personal responsibility** - take the time to read any information provided and do research when necessary.

Each committee will have its own structure within the rules dictated by the Societies Act. It is not necessary to have previous experience in order to volunteer. In fact, volunteering to be a committee Member can be a very rewarding and educational experience. Volunteers are given the opportunity to:

- contribute to a cause they believe in
- learn new skills
- network with like-minded individuals
- refine their communication and organization skills
- experience working within an organizational structure



- develop policies and procedures for the good of all Members

The Investigation Committee of the Canadian Massage & Manual Osteopathic Therapists Association consists of the following positions:

- Chair (a member of the CMMOTA Administration, or a member of the committee appointed by the Board); and
- A minimum of 3 and a maximum of 12 Members who are in good standing with the Association, and are not Members of any other committee, or serve on the Board of Directors.

Anyone wishing to volunteer should ensure that they can operate within the guidelines listed.

If after reading the details above you are interested in volunteering by applying for an investigation committee position, please submit the following application form via email or fax. Once Administration has reviewed your application papers for eligibility to act as an Investigation Committee Member as prescribed in CMMOTA *Establishment of an Investigation Committee Policy* as published in the CMMOTA Policy and Procedure Handbook, it will be forwarded to the Board of Directors for their review.



Investigation Committee Application Form:

Please complete the following and send to CMMOTA at info@cmmota.com or by fax to 403.517.7675.

I am applying to become a Member of the Investigation Committee.

Name of Applicant: _____

Address of Applicant: _____

Membership # of Applicant: _____

BIOGRAPHICAL INFORMATION

Have you had Previous Board/committee experience: Yes _____ No _____

If yes, please state what positions you have held:

Tell the Board of Directors a bit about yourself (suggestions like how long you have been a therapist, things that you love doing outside of Massage/Manual Osteopathic therapy, etc.)

Tell us about your educational experience(s) (This includes anything past high school both Massage/Manual Osteopathic therapy and non-Massage/Manual Osteopathic therapy related)

Tell us about your work experience (both Massage/Manual Osteopathic therapy and other)



Appendix 11: Appeals Committee Application Form

Things You Need to Know

If you apply for an Appeals Committee Position you should keep in mind that the expected commitment level will be a minimum of 1 day of training per term, which must be completed before you are eligible to serve as an Appeals Hearing Panel member, and participation in appeals application review as part of the Appeals Committee which will take place on a case by case basis.

Being an Appeals Committee Member requires a commitment of time and energy, and a willingness to use your skills and experience for the purpose of supporting the Association.

Eligibility Requirements:

- You must be a Member of the Canadian Massage and Manual Osteopathic Therapists Association; and
- You must not have served longer than six consecutive years on this committee without having a one-year break.

Term:

- Appointments are for a 2-year term, and you may reapply after the completion of the two-year term, and be reappointed for up to 6 consecutive years

Compensation:

- An Appeals Committee Member shall receive 4 CEC each year provided that they attend the annual training day. There will not be any monetary compensation for either the annual training day, or any Appeals Committee meetings.
- An Appeals Committee Member shall receive an additional 4 CEC for each Appeal Hearing they sit on.
- An Appeals Committee Member shall be entitled to a daily per diem rate of \$200, which shall cover participation in any Appeal Hearing they participate in.
- If attendance at an Appeal Hearing requires travel by an Appeals Committee Member, mileage to and from their place of residence, or compensation for an alternative method of transportation, may be paid on the approval of the Executive Director of the Association.
- One meal and refreshments will be provided for an Appeals Committee Member during the hearing, provided that the hearing and writing of the Appeals Hearing Report extends past 3 hours.
- If a hearing extends past one day, an Appeals Hearing Committee Member will be provided a hotel room at the expense of the Association.
- If the location of the hearing is more than 300 km from the Appeals Hearing Committee Member's place of residence, a hotel room may be provided at the expense of the Association.
- Shall receive 4 CEC for attendance at the annual training day, and attendance at committee meetings, but shall not receive any monetary compensation for those days.



As an Appeals Committee Member, you do NOT REPRESENT YOUR OWN INTERESTS, but the broader interests of the Association. You should:

1. Understand what the Canadian Massage and Manual Osteopathic Therapists Association does and how it contributes to the massage industry throughout Canada (Mission Statement, Values, Objects of the Association, Bylaws and Policies and Procedures).
2. Have a desire to see the Canadian Massage and Manual Osteopathic Therapists Association develop and grow, particularly in upholding a professional standard for the Association.
3. Are willing to uphold the CMMOTA Bylaws, the standards of practice for both MOT and RMT, the scope of practice for both MOT and RMT, the Code of Ethics, and the Policy and Procedures of the CMMOTA.
4. Are willing to act in an unbiased manner with a spirit of fairness, and sensitivity, while maintaining professional composure while investigating a matter to determine whether a Member has breached the Bylaws, Standard of Practice, Scope of Practice, Code of Ethics or the Policy and Procedures of the CMMOTA.
5. Understand and be willing to endorse the mission of the Association WITHOUT RESERVATION. Too often, people join a Board or committee in order to force a specific change and become disillusioned when they realize that the change will not benefit the entire Association.

In addition, appeals committee Members must exhibit the following:

1. **Loyalty** - uphold the interests of the Association and its Membership.
2. **Avoid conflict of interest** - in a position of public trust, you must act in good faith and in the best interests of the entire Association.
3. **Appropriate conduct** - your behavior should reflect the principles of fair play, ethics, and straight forward communication at all times.
4. **Be organized** - you should prepare for meetings, understand the formats and procedures, and have completed any duties required.
5. **Active participation** - be prepared to attend all committee meetings, and any disciplinary hearing meetings as required.
6. **Committee, Board of Directors, and staff relations** - have a friendly working relationship and be aware of the lines of authority and communication within the organization – example: Who interacts with staff, and who is authorized to make public statements.
7. **Confidentiality** - be able to keep Association business confidential.
8. **Personal responsibility** - take the time to read any information provided and do research when necessary.

Each committee will have its own structure within the rules dictated by the Societies Act. It is not necessary to have previous experience in order to volunteer. In fact, volunteering to be a committee Member can be a very rewarding and educational experience. Volunteers are given the opportunity to:

- contribute to a cause they believe in
- learn new skills
- network with like-minded individuals
- refine their communication and organization skills
- experience working within an organizational structure



- develop policies and procedures for the good of all Members

The Appeals Committee of the Canadian Massage & Manual Osteopathic Therapists Association consists of the following positions:

- Chair (a member of the CMMOTA Administration, or a member of the committee appointed by the Board); and
- A minimum of 3 and a maximum of 12 Members who are in good standing with the Association, and are not Members of any other committee, or serve on the Board of Directors.

Anyone wishing to volunteer should ensure that they can operate within the guidelines listed.

If after reading the details above you are interested in volunteering by applying for an appeals committee position, please submit the following application form via email or fax. Once Administration has reviewed your application papers for eligibility to act as an Appeals Committee Member as prescribed in CMMOTA *Establishment of an Appeals Committee Policy* as published in the CMMOTA Policy and Procedure Handbook, it will be forwarded to the Board of Directors for their review.



Appeals Committee Application Form:

Please complete the following and send to CMMOTA at info@cmmota.com or by fax to 403.517.7675.

I am applying to become a Member of the Appeals Committee.

Name of Applicant: _____

Address of Applicant: _____

Membership # of Applicant: _____

BIOGRAPHICAL INFORMATION

Have you had Previous Board/committee experience: Yes _____ No _____

If yes, please state what positions you have held:

Tell the Board of Directors a bit about yourself (suggestions like how long you have been a therapist, things that you love doing outside of Massage/Manual Osteopathic therapy, etc.)

Tell us about your educational experience(s) (This includes anything past high school both Massage/Manual Osteopathic therapy and non-Massage/Manual Osteopathic therapy related)

Tell us about your work experience (both Massage/Manual Osteopathic therapy and other)



Appendix 12: Informed Consent for Virtual Consultation Form

Introduction

- Please be advised that the purpose of Massage or Manual Osteopathic Virtual Consultation is to manage symptoms within the scope of Massage Therapy or Manual Osteopathic Therapy. The goal of each consultation is to alleviate discomfort that has recurred or been previously assessed by a health practitioner including but not limited to the current Registered Massage therapist or Manual Osteopathic Therapist. Client’s Initials: _____
- All virtual consultation cannot be substituted for medical treatment or medical supervision of any condition. Client’s Initials: _____

Consultation Plan

- Self-Testing and/or self-care techniques in a virtual consultation will be clearly communicated and, in some instances, demonstrated by the Registered Massage Therapist (RMT) or Manual Osteopathic Therapist (MOT). These stipulations along with RMT or MOT Standards of Practice, Scope of Practice and Code of Ethics would apply the same as in an in-person consultation with the Registered Massage Therapist or Manual Osteopathic Therapist.
Client’s Initials: _____
- Advice offered, areas of the body addressed and client self-treatments under RMT or MOT supervision during the Virtual Consultation will be classified as client self-care/client rehabilitation. The client reserves the right to seek clarification and/or discontinue any activities if there are concerns about the Virtual Consultation. Client’s Initials: _____
- The duration and cost of each Massage Therapy or Manual Osteopathic Therapy Virtual Consultation will be agreed upon by both the therapist and client before engaging the RMT or MOT for these specific services. Client’s Initials: _____
- All information disclosed by the client and the therapist will be confidentially documented and all audio-visual recording must be explicitly verbally consented to by the client. Client’s Initials: _____
- The client reserves the right to accept, refuse, right to alter and right to defer any self-care offered in the virtual consultation without holding the therapist responsible for any change in symptoms. Client’s Initials: _____

Disclaimer:

- Virtual Consultation with a Registered Massage Therapist or a Manual Osteopathic Therapist may cause discomfort after the treatment. The Registered Massage Therapist or Manual Osteopathic Therapist will not be held liable for any negative post-treatment effects following the use of self-testing or self-care techniques, advice or any activity including but not limited to a discussion, stretching or demonstration during a Massage Therapy or Manual Osteopathic Therapy virtual consultation. Client’s Initials: _____

Client Name: _____ Date: _____

Client Signature: _____

Therapist Name: _____ Date: _____

Therapist Signature: _____



Appendix 13: Virtual Consultation Notes Form

Name of Client: _____

Date of Consultation: _____ Name of Therapist: _____

Verbal Consent to AV Record Obtained (if applicable): _____

Name of File of AV Recording (if applicable): _____

Concerns expressed by the client:

-
-
-
-

Areas of the Body Addressed:

-
-
-
-

Self Testing Instructed and then Performed by the client with results recorded.

-
-
-
-

Self Care Techniques Instructed and then Performed by the client with results recorded.

-
-
-
-
-
-
-
-

Ongoing Self Care Treatment Plan Shared with the Client

-
-
-
-

Additional Resources provided to the client (AV Documentation [ex You Tube Video] or Written Documentation)

-
-



Appendix 14 – Equipment Inspection and Maintenance Logbook Template

| YOUR CLINIC/COMPANY NAME – EQUIPMENT INSPECTION AND MAINTENANCE LOG | | | | | |
|---|---|----------------------------|--------------------|----------------------------|----------|
| Equipment Name | Activity Performed (check all that apply) | Activity Description/Notes | Equipment Location | Name of Person Complete By | Initials |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |
| | <input type="checkbox"/> Maintenance <input type="checkbox"/> Inspection | | | | |



APPENDIX 15: MASSAGE THERAPY MEMBERSHIP REINSTATEMENT APPLICATION FORM

LAST REVISED: JUNE 1, 2023

MASSAGE THERAPY MEMBERSHIP REINSTATEMENT APPLICATION

Personal Information

First Name: _____ Last Name: _____ Initial: ____
 Personal Email: _____
 Date of Birth: (DD/MM/YYYY) _____ Gender: Male Female
 Home Telephone: (_____) _____ Cell: (_____) _____
 Home Address: _____
 City: _____ Prov: _____ Postal Code: _____
 Previous CMMOTA Membership Number: _____
 Class of Membership to be Reinstated:
 Full Massage Therapist Associate Massage Therapist
 Student Massage Therapist Registered Massage Therapist
 Spa Therapist Inactive Massage Therapist
 Inactive Spa Therapist

FOR OFFICE USE ONLY

The applicant must resolve the following outstanding items before this application will be accepted:

- Pay the following amount for outstanding membership fees, or other owed fees, dues, charges, costs and/or expenses. The dollar amount to be paid to the association is \$_____.
- Fulfill outstanding Standard First Aid and Level "C" CPR Certification requirements
- Fulfill outstanding Criminal Record and Vulnerable Sector Check Requirements.
- Fulfill the following outstanding CEC Requirements - _____ CEC's required.
- Other: _____

Education and Training - We require documented proof of completion of 2200 hours of education from a recognized school of massage; include transcripts from 1st and 2nd year.

1. School Name: _____
 Address: _____
 Date of Graduation (DD/MM/YYYY): _____ Number of Hours: _____
 Document awarded (please attach a copy):
 Certificate or Diploma **and** Transcript

2. School Name: _____
 Address: _____
 Date of Graduation (DD/MM/YYYY): _____ Number of Hours: _____



Document awarded (please attach a copy):

Certificate or Diploma **and** Transcript

Professional Information

Business Name: _____

Business Website: _____

Business Email: _____

Business Telephone: (____) _____ Fax: (____) _____

Business Address: _____

City/Province: _____ Postal Code: _____

I would like this professional information posted in the CMMOTA "Find a Therapist" Portion of the CMMOTA Website.

I would like this professional information to remain confidential.

Have you ever been a member of a professional association (e.g. RMT, MOT, Physiotherapy, etc) or massage therapy college?

YES NO **If yes, please provide a letter of good standing.

If yes, please name the association(s) / regulatory college(s), your membership number, and when you had a membership:

Has a professional association or regulatory college ever denied you admittance into their organization?

YES NO

If yes, please state the organization and their reasoning:

Has your membership ever been cancelled with a professional association or regulatory college?

YES NO


If yes, please state the organization and the reason for cancellation:

Did you ever have a complaint filed against you while being a member of a professional association or regulatory college? YES NO

If yes, please state the organization involved and describe the details of the complaint:



Modalities

 A separate document will be sent to you surrounding modality confirmation.

Personal Information Protection Act (PIPA)

In order to provide and improve member services, CMMOTA collects personal and business-related information from the Membership Application. By signing this form, you are providing your consent for CMMOTA to use and publish your personal information, with the exception of your date of birth and personal contact information (if it differs from your business contact information). The consent provided by you to use your personal and business information will continue throughout the duration of your Membership with CMMOTA unless revoked in writing, in which case such notice must be delivered to the CMMOTA Head Office. The information collected by CMMOTA will be used for the purposes of promotion of the membership and membership services, statistical and membership analysis, communicating with third parties in association with the business operations of CMMOTA, regulation and enforcement of the Bylaws and Policies of CMMOTA (as may be amended from time to time), and any other purpose that supports the Objects and business of CMMOTA and its Membership.

The signature below is to be considered as consent to the collection, use and disclosure of personal information as described.

The signature below is also considered as consent for the Canadian Massage & Manual Osteopathic Therapist Association business contact information and treatment types available in various formats as required from time to time, including the Find a Therapist area of the CMMOTA website, if it is so indicated on the application above.

Signature: _____

I, the undersigned, declare that the information provided, and statements made in this application and any attached documents are true.

Signature: _____ **Date:** _____

Requested Effective Date: _____

*If you would like your application effective as soon as possible, please put **ASAP**. Effective dates cannot be before the submission of your application.*



Application Checklist

- Completed Application Form**
- Vulnerable Sector Check**
*completed within the last 90 days *Online checks are not permitted.
- Copy of Education Credentials**
*including transcripts from 1st and 2nd year
- Copy of current Standard First Aid & Level C CPR**
- Are you a Canadian Citizen** Yes No
If NO, please provide proof that you are eligible to work in Canada.
- Is English your First Language** Yes No
If NO, please provide proof that you can meet our Language Fluency policy
- Letter of good standing from current/previous Association (if applicable)**
- Regulatory College Registration Number (if applying for reinstatement as a Registered Massage Therapist Member)**
- Indicate Payment Method:**
 - Email Money Transfer** (Email: payments@cmmota.com)
 - Other** (Please contact the office to arrange payment)

| Membership Fee Payment Schedule | |
|--|------------------|
| Requested Effective Date | Cost |
| Jan, Feb, Mar | \$295 |
| Apr, May, Jun | \$221.25 |
| Jul, Aug, Sep | \$147.50 |
| Oct, Nov, Dec | \$73.75 + |
| *Fees for the following year must be paid at the same time | \$295 = \$368.75 |
| Membership Reinstatement Fee (if applicable – see below) | + \$150 |

Please Note: Incomplete applications will not be processed until all information is submitted. **No refunds will be given for any reason.**

Please tell us how you heard about CMMOTA: _____

FOR OFFICE USE ONLY

Which of the following apply to this former member in accordance with CMMOTA’s *Membership Reinstatement Policy*:

- Voluntarily cancelled their membership and informed the Association in writing of the date of the cancellation in accordance with CMMOTA’s *Member Initiated Membership Cancellation Policy and Procedure* (no Membership Reinstatement Fee applies)
- Disciplinary Action which resulted in cancellation of membership, with a ban on membership for a given period of time (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Professional Liability Insurance (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Standard First Aid and Level “C” CPR Certification (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Pay Membership Fees (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirements to maintain a current Criminal Record and Vulnerable Sector Check (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement for Continuing Education Requirements (Membership Reinstatement Fee Applies)



Appendix 16 – MOT Membership Reinstatement Application Form

LAST REVISED: JUNE 1, 2023

MANUAL OSTEOPATHIC THERAPIST REINSTATEMENT APPLICATION

Personal Information

First Name: _____ Last Name: _____ Initial: _____

Personal Email: _____

Date of Birth: (DD/MM/YYYY) _____ Gender: Male Female

Home Telephone: (_____) _____ Cell: (_____) _____

Home Address: _____

City: _____ Prov: _____ Postal Code: _____

Class of Membership to be Reinstated:

- Full Manual Osteopathic Therapist Student Manual Osteopathic Therapist
 Inactive Manual Osteopathic Therapist

FOR OFFICE USE ONLY

The applicant must resolve the following outstanding items before this application will be accepted:

- Pay the following amount for outstanding membership fees, or other owed fees, dues, charges, costs and/or expenses. The dollar amount to be paid to the association is \$_____.
- Fulfill outstanding Standard First Aid and Level "C" CPR Certification requirements
- Fulfill outstanding Criminal Record and Vulnerable Sector Check Requirements.
- Fulfill the following outstanding CEC Requirements - _____ CEC's required.
- Other: _____

Education and Training - We require documented proof of completion with a minimum of 1000 hours of education from a recognized Manual Osteopathic Therapy school; please include transcripts.

1. Manual Osteopathic Training

School Name: _____

Address: _____

Date of Graduation (DD/MM/YYYY): _____ Number of Hours: _____

- Full Time Part Time Online

Document awarded (please attach a copy):

- Certificate or Diploma **and** Transcript



2. Additional Training

School Name: _____

Address: _____

Date of Graduation (DD/MM/YYYY): _____ Number of Hours: _____

- Full Time Part Time Online

Document awarded (please attach a copy):

- Certificate or Diploma **and** Transcript

Professional Information

Business Name: _____

Business Website: _____

Business Email: _____

Business Telephone: (____) _____ Fax: (____) _____

Business Address: _____

City/Province: _____ Postal Code: _____

I would like this professional information posted in the CMMOTA "Find a Therapist" Portion of the CMMOTA Website.

I would like this professional information to remain confidential.

Have you ever been a member of a professional association or college?

YES NO **If yes, please provide a letter of good standing.

If yes, please list the association(s) / college(s), your membership number, and when you had a membership:

Has a professional association or college ever denied you admittance into their organization?

YES NO

If yes, please state the organization and their reasoning:



Has your membership ever been cancelled with a professional association or college?

YES NO


If yes, please state the organization and the reason for cancellation:

Did you ever have a complaint filed against you while being a member of a professional association or college?

YES NO

If yes, please state the organization involved and describe the details of the complaint:

Modalities

 A separate document will be sent to you surrounding modality confirmation.

Personal Information Protection Act (PIPA)

In order to provide and improve member services, CMMOTA collects personal and business-related information from the Membership Application. By signing this form, you are providing your consent for CMMOTA to use and publish your personal information, with the exception of your date of birth and personal contact information (if it differs from your business contact information). The consent provided by you to use your personal and business information will continue throughout the duration of your Membership with CMMOTA unless revoked in writing, in which case such notice must be delivered to the CMMOTA Head Office. The information collected by CMMOTA will be used for the purposes of promotion of the membership and membership services, statistical and membership analysis, communicating with third parties in association with the business operations of CMMOTA, regulation and enforcement of the Bylaws and Policies of CMMOTA (as may be amended from time to time), and any other purpose that supports the Objects and business of CMMOTA and its Membership.

The signature below is to be considered as consent to the collection, use and disclosure of personal information as described.

The signature below is also considered as consent for the Canadian Massage & Manual Osteopathic Therapist Association business contact information and treatment types available in various formats as required from time to time, including the Find a Therapist area of the CMMOTA website, if it is so indicated on the application above.

Signature: _____



I, the undersigned, declare that the information provided, and statements made in this application and any attached documents are true.

Signature: _____ **Date:** _____

Requested Effective Date: _____

*If you would like your application effective as soon as possible, please put **ASAP**. Effective dates cannot be before the submission of your application.*

Application Checklist

- Completed Application Form**
- Photo ID Government Issued**
- Criminal Record Check**
*completed within the last 90 days *Online checks are not permitted.
- Copy of Education Credentials**
*including transcripts
- Copy of current Standard First Aid & Level C CPR**
- Are you a Canadian Citizen** Yes No
If NO, please provide proof that you are eligible to work in Canada.
- Is English your First Language** Yes No
If NO, please provide proof that you can meet our Language Fluency policy
- Letter of good standing from current/previous Association or Regulatory College (if applicable)**
- Indicate Payment Method:**
 - Cheque** (enclosed with application)
 - Email Money Transfer** (Email: <mailto:payments@cmmota.com>)
 - Credit Card** (you will receive an invoice from PayPal via email with further instructions for payment)

| Membership Fee Payment Schedule | |
|--|----------------------------------|
| Requested Effective Date | Cost |
| Jan, Feb, Mar | \$450 |
| Apr, May, Jun | \$337.50 |
| Jul, Aug, Sep | \$225 |
| Oct, Nov, Dec | \$112.50 + \$450= \$562.50 |
| *Fees for the following year must be paid at the same time | |
| Membership Reinstatement Fee (if applicable) | + \$150 |

Please Note: Incomplete applications will not be processed until all information is submitted. **NO refunds will be given for any reason.**

Please tell us how you heard about CMMOTA:



FOR OFFICE USE ONLY

Which of the following apply to this former member in accordance with CMMOTA's *Membership Reinstatement Policy*:

- Voluntarily cancelled their membership and informed the Association in writing of the date of the cancellation in accordance with CMMOTA's *Member Initiated Membership Cancellation Policy and Procedure* (no Membership Reinstatement Fee applies)
- Disciplinary Action which resulted in cancellation of membership, with a ban on membership for a given period of time (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Professional Liability Insurance (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Maintain Valid Standard First Aid and Level "C" CPR Certification (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement to Pay Membership Fees (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirements to maintain a current Criminal Record and Vulnerable Sector Check (Membership Reinstatement Fee Applies)
- Cancellation of membership for noncompliance with Membership Requirement for Continuing Education Requirements (Membership Reinstatement Fee Applies)



Appendix 17 – Example of Treatment of Sensitive Areas Consent Form

- The following are examples of what a treatment of sensitive areas consent form may look like. It is ultimately up to the therapist how they record written consent for the treatment of sensitive areas.

Example 1

| |
|--|
| <p>My Clinic Therapist Name #1 My Address My City, My Province My Postal Code</p> |
|--|

Informed Client Consent for Treatment of Sensitive Areas

I understand massage therapy and/or manual osteopathic therapy is an aid to health and is not meant to replace medical diagnosis and treatment.

I am aware that there are occasions when during the course of one of these treatments it may be beneficial for the therapist to provide treatment to one or more of the following areas which are considered to be sensitive areas: the inner thigh, the groin, the gluteal, the chest, or the breast. I understand that I may refuse treatment to any area at any time.

I have had the opportunity to discuss the need for treatment to one or more of these areas today with my therapist, and I give my informed consent to the treatment of the following areas:

| Areas I Give Consent to Treat (Check all that Apply) | SIGNATURE | DATE |
|--|-----------|------|
| <input type="checkbox"/> Inner Thigh <input type="checkbox"/> Groin <input type="checkbox"/> Gluteal <input type="checkbox"/> Chest <input type="checkbox"/> Breast | | |
| <input type="checkbox"/> Inner Thigh <input type="checkbox"/> Groin <input type="checkbox"/> Gluteal <input type="checkbox"/> Chest <input type="checkbox"/> Breast | | |
| <input type="checkbox"/> Inner Thigh <input type="checkbox"/> Groin <input type="checkbox"/> Gluteal <input type="checkbox"/> Chest <input type="checkbox"/> Breast | | |
| <input type="checkbox"/> Inner Thigh <input type="checkbox"/> Groin <input type="checkbox"/> Gluteal <input type="checkbox"/> Chest <input type="checkbox"/> Breast | | |

Client Name _____



Example 2

Informed Client Consent for Treatment of Sensitive Areas

I understand massage therapy and/or manual osteopathic therapy is an aid to health and is not meant to replace medical diagnosis and treatment.

I am aware that there are occasions when during the course of one of these treatments it may be beneficial for the therapist to provide treatment to one or more of the following areas which are considered to be sensitive areas: the inner thigh, the groin, the gluteal, the chest, or the breast. I understand that I may refuse treatment to any area at any time.

I have had the opportunity to discuss the need for treatment to one or more of these areas today with my therapist, and I give my informed consent to the treatment of the following areas:

Clinic _____
 Therapist Name _____
 DATE: _____

Areas I Give Consent to Treat (Check all that Apply)

- Inner Thigh - Adductors, Sartorius, Gracilis
 Purpose-internal and external rotation of the thigh. Hip pain, low back pain, knee pain.
- Groin - Deep hip flexors, Psoas major, Adductors, Pectineus Purpose- Hip pain, Low back pain, Knee pain, Abdominal pain
- Gluteal - Gluteus Maximus, Gluteus medius, Gluteus minimus, Piriformis
 Purpose - Nerve impingement, Sciatic pain, Low back pain, Mid back pain, general back pain, tight hamstrings
- Chest- Pectoralis major, Pectoralis minor, Subscapularis, Subclavius, Intercostal muscles.
 Purpose- Neck pain, upper back and mid back pain, restricted breathing (hard to take a big breath in) Shoulder pain, shoulders anteriorly placed. (Common when working on a computer for long periods of time)
- Breast – treatment of the breast tissue.

Client Name _____

Client Signature _____



Example 3

| |
|--|
| <p>My Clinic Therapist Name #1 My Address My City, My Province My Postal Code</p> |
|--|

Client Name _____ **Date** _____

Informed Client Consent for Treatment of Sensitive Areas

I understand massage therapy and/or manual osteopathic therapy is an aid to health and is not meant to replace medical diagnosis and treatment.

I am aware that there are occasions when during the course of one of these treatments it may be beneficial for the therapist to provide treatment to one or more of the following areas which are considered to be sensitive areas: the inner thigh, the groin, the gluteal, the chest, or the breast. I understand that I may refuse treatment to any area at any time.

I have had the opportunity to discuss the need for treatment to one or more of these areas today with my therapist, and I give my informed consent to the treatment of the following areas:

| Areas I Give Consent to Treat (Check all that Apply) | SIGNATURE | DATE |
|--|-----------|------|
| <input type="checkbox"/> Inner Thigh <input type="checkbox"/> Groin <input type="checkbox"/> Gluteal <input type="checkbox"/> Chest <input type="checkbox"/> Breast | | |

Treatment Session Notes:



Appendix 18: Example of Consent for Release of Client Records

- This form is meant to serve as an example of how to structure your own Consent for Release of Client Records Form.
-

I, _____, of my own free will, hereby give consent
(client's name)

to _____, to release any and all Client Records,
(therapist or clinic name)

Charting, and Treatment Notes pertaining to myself to the following party(ies):

(please provide the name(s), address, and other contact information for every party you give consent to release your information to)

I understand that there may be costs associated with the release of my information, and I agree to pay those costs as prescribed herein - \$\$\$\$ per PAGE, or \$\$\$\$ per Hour (min 1 hr charge).

I understand that I may see the information that is to be sent, that I may revoke the authorization provided by this form at any time by written, dated communication.

I have read and understand the nature of this release.

Name of Client _____

Signature of Client _____

Name of Witness _____

Signature of Witness _____

Date _____



Appendix 19 - Modalities List for Massage Therapists

The following is a list of modalities which CMMOTA recognizes for the purpose of granting insurance through our liability insurance provider. In order for a member to gain recognition for the Modalities listed below, they must meet the criteria laid out under each section. If you are a practicing Manual Osteopathic Therapist, please refer to Appendix 34 for a list of modalities that are related to your professional practice.

Section 1 Student Massage Therapist Member Core Modalities

Criteria: A member must meet the eligibility requirements to become a student member which are indicated under CMMOTA Bylaw 3.2.4.. The following core modalities may be practiced under supervision (defined as direct supervision with supervisor in the room) only while they are a "Student Massage Therapist Member:"

- Relaxation Massage
- Swedish Massage

Section 2 Associate Massage Therapist Member Core Modalities

Criteria: A member must meet the eligibility requirements to become an associate member which are indicated under CMMOTA Bylaw 3.2.3..

The following core modalities may be practiced under supervision (defined as direct supervision with supervisor in the room) only while they are an "Associate Massage Therapist Member", unless special written permission has been provided by the Association:

- Relaxation Massage
- Swedish Massage
- Therapeutic Massage

Section 3 Full Massage Therapist or Registered Massage Therapist or Spa Therapist Member Core Modalities

Criteria: A member must meet the eligibility requirements to become a Full Massage Therapist Member, or a Registered Massage Therapist Member, or a Spa Therapist Member which are indicated under CMMOTA Bylaws 3.2.1., 3.2.8., and 3.2.9.. The following core modalities may be practiced without supervision while they are a "Full Massage Therapist Member or a Registered Massage Therapist Member or a Spa Therapist Member:"

- Deep Muscle
- Hydrotherapy
- Joint Mobilization
- Manual Lymphatic Drainage
- Myofascial Therapy
- Pre & Post Natal Massage
- Relaxation Massage
- Swedish Massage
- Therapeutic Massage
- Trigger Point



Section 4 Massage Therapy Additional Massage Modalities

Criteria: In order for a "Full Massage Therapist Member" or a "Spa Therapist Member" to practice any of the following modalities, the modality must be granted by CMMOTA's Professional Liability Insurance provider. Please note that Associate Massage Therapists cannot practice any of these additional massage modalities. A modality may be granted if the following are provided to the Association:

1. A Certificate from a CMMOTA approved Continuing Education Course which meets both the approval of the Professional Liability Insurance company, and CMMOTA's minimum standard of hours and hands on training required to grant the specified modality; or
2. Diploma from a CMMOTA accepted Massage Therapy programme accompanied by Transcripts and Course Outlines which include hours of training in any specific modality type - the course outline, preferably with a breakdown of theoretical hours and practical hours, would have to be from the specific year that the programme was delivered to the therapist, as we recognize that programmes change from time to time. Any modality would need to meet the minimum standard of hours and hands on training required to grant the specific modality and would require approval from the Professional Liability Insurance provider as sufficient proof of education.

In order for a "Registered Massage Therapist Member" to practice any of the following modalities, the modality must be granted by CMMOTA's Professional Liability Insurance provider and must fall within the scope of practice of the College in the jurisdiction in which they practice. A modality may be granted if the following are provided to the Association:

1. A Certificate from a CMMOTA approved Continuing Education Course which meets both the approval of the Professional Liability Insurance company, and CMMOTA's minimum standard of hours and hands on training required to grant the specified modality; or
2. Diploma from a CMMOTA accepted Massage Therapy programme accompanied by Transcripts and Course Outlines which include hours of training in any specific modality type - the course outline, with a breakdown of theoretical hours and practical hours, would have to be from the specific year that the programme was delivered to the therapist, as we recognize that programmes change from time to time. Any modality would need to meet the minimum standard of hours and hands on training required to grant the specific modality and would require approval from the Professional Liability Insurance provider as sufficient proof of education.

Modalities listed in this section **are to be incorporated into a massage therapy treatment and are not to be billed as Massage Therapy when performed as a stand-alone treatment.** In such cases where a modality listed in this section is delivered as a stand-alone treatment (meaning that the treatment used only the singular modality), it would be required to be billed as if it were a complementary modality.

This is the list of additional Massage Related Modalities that CMMOTA recognizes. Any Modality not on this list would have to be considered by, Administration, the Board of Directors, and the Liability Insurance Provider before it would be added to the list. If there is a modality that you would like to have considered that is not currently on this list below, please contact info@cmmota.com so that we can inquire directly with our liability insurance



provider to see if it may be added to this list. The Association reserves the right to add to or remove any modality on this list at any time for any reason it deems necessary.

- Active Release
- Acupressure
- Alexander Method
- Aqua Lymphatic Therapy *
- Aroma Massage (use of industrial produced/blended oils only)
- Aromatherapy (requires 200 hours CE training, allows for therapist produced/blended oil use)
- Aroma Touch (use of industrial produced/blended oils only)
- Ashiatsu
- Athletic Taping and Bracing *
- Bowen Therapy
- Certified Athletic/Sports Therapist *
- Craniosacral
- Feldenkrais Technique
- Fire Cupping *
- Graston Technique
- Healing Touch (hands on work only)
- Hellerwork*
- Hot Stone Therapy
- Indian Head/Foot Massage
- Infant Massage
- Instrument Assisted Soft Tissue Manipulation (IASTM)
- Integrative Manual Therapy & Orthopedic Massage
- K-Taping
- Ki-Hara Resistance Stretching *
- Kinetic Massage
- Lensen
- Lomilomi Massage
- Low Intensity Laser Therapy
- Lymphatic Drainage Therapy (LDT)
- Meridian Massage
- Muscle Activation Technique *
- Muscle Energy Technique
- Neurofascial Therapy
- Neuromuscular Therapy
- Oncology Massage *
- Onsen
- Orthobionomy
- Raindrop Therapy
- Red Light Therapy
- Reflexology
- Reiki (hands on work only)
- Salt Stone
- Shiatsu *



- Shockwave Therapy
- Somatic Exercise/Essential Somatic (no psychotherapy components)
- Somatic Teaching * (no psychotherapy components)
- Sport Massage (includes athletic taping and bracing) *
- Strain/Counterstrain
- Structural Integration
- Suction Cupping
- TENS Therapy
- Therapeutic Touch (hands on work only)
- TMJ Intraoral
- Touch for Health/RESET
- Traditional/Thai/ Thai Yoga Massage
- Trager
- Ultrasound Therapy (not diagnostic imaging or any application to a fetus¹)
- Visceral Manipulation
- Yoga (one on one instruction)*

PLEASE NOTE that those modalities followed by a * may require an insurance surcharge for professional liability insurance coverage – please contact the office for current pricing.

Section 5 Complementary Modalities

Please note, all modalities listed under this section are out of scope for practice under a massage therapy treatment.

Criteria: In order for a “Full Massage Therapist Member” or a “Registered Massage Therapist Member” or a “Spa Therapist Member” to practice any of the following complementary modalities, the complementary modality must be granted by CMMOTA’s Professional Liability Insurance provider. Please note that Associate Massage Therapists cannot practice any of these complementary modalities. A modality may be granted if the following are provided to the Association:

1. A Certificate from an accepted Continuing Education Course which meets the minimum standard of hours and hands on training required to grant the specified modality; or
2. Diploma from an accepted Massage Therapy programme accompanied by Transcripts and Course Outlines which include hours of training in any specific modality type - the course outline, preferably with a breakdown of theoretical hours and practical hours, would have to be from the specific year that the programme was delivered to the therapist, as we recognize that programmes change from time to time. Any modality would need to meet the minimum standard of hours and hands on training required to grant the specific modality; and
3. If the modality is regulated under a health profession act or other act in the province the therapist is practicing in, then the member shall provide proof that they are a

¹ Ultrasound diagnostic imaging and any application of ultrasound to a fetus are restricted activities under the Health Professions Act in Alberta.



member of the regulatory body responsible for oversight of the modality (i.e. Physiotherapy)

This is the list of additional Complementary Modalities that CMMOTA recognizes. Any modality listed below, may be practiced by an Associate Massage Therapist Member or a Full Massage Therapist Member, but cannot be considered as part of a Massage Therapy Treatment Plan, and must be billed separate from Massage Therapy, and any receipts issued by the member for services in the modality shall not include the Members RMT, or **SP ST** CMMOTA Registration number. Any Complementary Modality not on this list would have to be considered by Administration, the Board of Directors, and the Professional Liability Insurance Provider before it would be added to the list. The Association reserves the right to add to or remove any modality on this list at any time for any reason it deems necessary.

- Access Bars
- Aquatic Massage Therapy *
- Brain Gym
- Callanetics (Exercise Program) *
- Eden Energy Medicine *
- Equine/Canine Massage *
- Essentrics *
- Esthetics *
- Fitness Instructor *
- Healing Touch (no hands on)
- Infrared Sauna *
- Kinesiology *
- Nordic Pole Walking *
- Nutritional Consulting *
- Personal Training *
- Physiotherapy * (Must belong to a regulatory body in regulated provinces.)
- Pilates *
- Reiki (where no hands-on treatment is delivered)
- Sleep Consultant *
- Spin Instructor *
- Sugaring*
- Therapeutic Harmonics
- Therapeutic Touch (no hands on)
- Watsu *
- Yamuna Body Rolling *
- Yoga Instructor (group instruction)*
- Zumba *

PLEASE NOTE that those complementary modalities followed by a * may require an insurance surcharge for professional liability insurance coverage – please contact the office for current pricing.

Section 6 – Manual Osteopathic Therapy

CMMOTA has designated this modality as a separate professional designation. As such while we are able to offer professional liability insurance coverage for those members who



are enrolled as a student in an Manual Osteopathic Therapy programme as an add on to your Massage Therapy policy with a surcharge, it may not be practiced as part of a Massage Therapy Treatment Plan, and must be billed separate from Massage Therapy, and any receipts issued by the member for Manual Osteopathic Therapy services shall not include the Member's CMMOTA RMT Registration number.

Once a member has graduated from a Manual Osteopathic Therapy programme, in order to continue practice as a Manual Osteopathic Therapists, we do require registration as an individual professional designation, and an upgrade in insurance coverage.

As a Massage Therapist member, if you have met the eligibility requirements for either a Manual Osteopathic Student membership or Full Manual Osteopathic members listed under CMMOTA Bylaws 3.2.2 or 3.2.7. and wish to have the coverage for Manual Osteopathic Therapy added to your professional liability coverage, please contact the CMMOTA office directly to get the process started.

IF You are practicing or offering any services not listed above, please contact Dusyk and Barlow to obtain separate coverage. Practice or offering of additional services cannot be billed or invoiced using a CMMOTA RMT or ST membership number.

Date of Last Revision: March 6, 2024



Appendix 20 - CMMOTA Membership Annual Declaration Form

- This form must be filled out and completed on an annual basis in order for Membership Renewal to be approved.

Member Name: _____ Member Number _____

Member Mailing Address: _____

Member Phone Number: (mobile) _____ (alt) _____

Member Email Address: _____

If any of the above is different from what is currently on your membership profile should administration update your profile? YES NO

I hereby declare the following (please mark checkboxes with an X):

Statement 1 – I have entered into a peace bond agreement or have been charged with, pleaded guilty to, or been found guilty of any offence inside or outside of Canada that is inconsistent with the proper professional behaviour of a massage therapist, including a conviction under any of the following for which no pardon has been granted: the *Criminal Code* (CANADA), or the *Controlled Drugs and Substances Act* (CANADA).

YES NO

If yes, please provide an explanation: _____

Statement 2 – I have been the subject of an investigation or disciplinary process in a jurisdiction that regulates massage therapists or manual osteopathic therapists, or by another association which represents these professions.

YES NO

If yes, please provide an explanation: _____

Statement 3 – I have been found guilty of a disciplinary finding in a jurisdiction that regulates massage therapists or manual osteopathic therapists, or by another association which represents these professions.

YES NO

If yes, please provide an explanation: _____



Statement 4 – I have had a licensing sanction imposed by a jurisdiction that regulates massage therapists.

YES NO

If yes, please provide an explanation: _____

Statement 5 – I have had my membership revoked by another association.

YES NO

If yes, please provide an explanation: _____

Statement 6 – I am currently a member of another professional association or regulatory college. (E.g. Nurses Association, Manual Osteopathic Association, Massage Association, College of Massage Therapy of Ontario, etc.)

YES NO

If yes, please provide an explanation: _____

Statement 7 – I have read and understand the membership requirements for my class of membership.

YES NO

I, _____, declare my answers to these statements to be true, and understand that a false declaration would be a fraudulent act, and may result in my removal from the association, and subsequent action that may be taken against me either through civil or legal means.

Signature of Member _____

Signed this _____ day of _____, 20____ at _____.

(day) (month) (year) (city, province)

Last Updated: January 25, 2024



Appendix 21: CMMOTA Confidentiality Agreement

I, the undersigned, acknowledge that I may be entrusted with privileged and confidential information, which, upon disclosure, would be highly prejudicial to the best interests of the Canadian Massage & Manual Osteopathic Therapists Association (CMMOTA). I also acknowledge and agree that the right to maintain confidential all such information constitutes a proprietary right with the Canadian Massage & Manual Osteopathic Therapists Association, which the Canadian Massage & Manual Osteopathic Therapists Association is entitled to protect. Accordingly, I agree to keep such information in strict confidence and not to use same for my benefit, directly or indirectly, or to disclose to any company, firm, partnership, third parties or persons not authorized by the Canadian Massage & Manual Osteopathic Therapists Association which may come to or are in my knowledge.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

DATED this _____ day of _____, 20_____

Printed Name

Signature

Original Date of Appendix Adoption: April 19, 2021

Date of Last Appendix Revision:



Appendix 22 Member CEC Course Evaluation Form

PLEASE NOTE We require ALL requested information. If all information is NOT provided, we will be unable to assess the course. *

Member Name: _____

Member #: _____

Certificate or Letter attached (if course has been completed).

Course Information:

Course Name: _____

Name of Instructor/Institution: _____

Course Date(s): _____ Course Location(s): _____

Total Hours of Course: _____ ***including all theory & practical hours***

Course Provider Email Address: _____

Website Address: _____

Course Provider Telephone Number: _____

Course Provider Mailing Address: _____

DISCLAIMER - Should the Association (CMMOTA) choose to recognize this course as value for continuing education credits, it does not mean that any professional liability insurance provider will recognize the course as substantive for providing coverage for the practice of a modality or technique which may be attained within the training received. Further, the Association (CMMOTA) shall hold no responsibility nor liability for the content or accuracy of information which may be presented through this continuing education course, nor is approval of continuing education credits to be taken as an endorsement of the continuing education course, nor does any material presented through the continuing education course necessarily represent the views, values, or mission of the Association (CMMOTA).

Last Updated: November 14, 2023

| FOR OFFICE USE ONLY | |
|---|---|
| Date Approved _____ | |
| RMT | MOT |
| Credits _____ | Credits _____ |
| CEC Class: | CEC Class: |
| <input type="checkbox"/> Professional Skills | <input type="checkbox"/> Professional Skills |
| <input type="checkbox"/> Online | <input type="checkbox"/> Online |
| <input type="checkbox"/> Complementary Training | <input type="checkbox"/> Complementary Training |
| <input type="checkbox"/> Personal Interest Training | <input type="checkbox"/> Personal Interest Training |



Appendix 23 – Course Developer CEC Course Evaluation Form

PLEASE NOTE We require ALL requested information. If all information is NOT provided, we will be unable to assess the course. * Please print all information clearly.

Submitted By:

Name: _____

Email: _____

Telephone Number: _____

Mailing Address: _____

| FOR OFFICE USE ONLY | |
|---|---|
| Date Approved | |
| RMT | MOT |
| Credits | Credits |
| CEC Class: | CEC Class: |
| <input type="checkbox"/> Professional Skills | <input type="checkbox"/> Professional Skills |
| <input type="checkbox"/> Online | <input type="checkbox"/> Online |
| <input type="checkbox"/> Complementary Training | <input type="checkbox"/> Complementary Training |
| <input type="checkbox"/> Personal Interest Training | <input type="checkbox"/> Personal Interest Training |

Course Information:

Course Name: _____

Name of Course Developer: _____

Course Date(s): _____ Course Location(s): _____

Total Hours of Course: _____ ***including all theory & practical hours***

Specification of Instructor to Student Ratio (for in-person or live-online instruction): _____

Course Registration Information:

Email Address: _____

Website Address: _____

Telephone Number: _____

Teaching Experience: (please check ALL that apply for the course developer listed above, and attach proof with submission of this form)

- TA Experience Assisted with a minimum of 3 classes CEC in the field of study
- 8 years experience in Education/Practice/Teaching Bachelor’s Degree related to field of study
- Minimum of 3 year’s Experience in the field of study/modality
- Certified by the National Certification Board for Therapeutic Massage and Bodywork as an Approved Provider for Continuing Education or similar body pertaining to the field of study.



Additional Documentation Required

Please Provide:

- Proof of Certification(s)** related to field of study: (Please provide copies of the course developer's certifications related to the course)
- Course Developer Biography / Resume** that clearly outlines expertise and education to adequately teach this course, along with any certifications that support the training obtained to be teaching this course.
- Contraindications & Safeties** a full list is required.
- Hourly outline** of course length, including lunch and breaks for all days
- Detailed description of course**, including what the participants are taught, what they will learn, clinical skills after completion, any additional skills learned throughout the course, and method of learner evaluation.
- Sample copy of the Certificate of Completion** this is for insurance purposes only and to ensure we have the correct name for the course.

Course Developer Continuing Education Credits Evaluation Requests by members are subject to a fee of \$35 or by non-members are subject to a fee of \$70 per course as prescribed in the *CMMOTA Fee Schedule*. This fee **MUST** be paid **PRIOR** to the course being reviewed for approval. If the course is approved for CEC's, you will receive the opportunity for a one time complementary 250-character advertisement in the classified section of our monthly CMMOTA Knead to Know members newsletter.

Payment:

Payment: Please E-Transfer to payments@cmmta.com and make the security answer **membership**. Please contact our office to arrange another form of payment.

Additional Comments for Course Consideration:

DISCLAIMER - Should the Association (CMMOTA) choose to recognize this course as value for continuing education credits, it does not mean that any professional liability insurance provider will recognize the course as substantive for providing coverage for the practice of a modality or technique which may be attained within the training received. Further, the Association (CMMOTA) shall hold no responsibility nor liability for the content or accuracy of information which may be presented through this continuing education course, nor is approval of continuing education credits to be taken as an endorsement of the continuing education course, nor does any material presented through the continuing education course necessarily represent the views, values, or mission of the Association (CMMOTA).



Continuing Education Guidelines for New Courses for Course Developers

New Course Guidelines and Checklist:

Qualifying: Course Developer must meet ONE (1) of these listed credentials (please attach proof):

- Must have Three (3) years of professional practice related to the specific field of study **AND** must have Educational Certification with a minimum of two (2) completed courses related to the specific field of study.
- Must have Three (3) years of professional practice related to the specific field of study **AND** must have two (2) letters of support from reputable Colleagues (aka Peer Review)
- Must have Education Certification with a minimum of two (2) completed courses related to the specific field of study **AND** must have two (2) letters of support from reputable Colleagues (aka Peer Review)
- Eight (8) years of Professional Practice related to the specific field of study/modality (Letter of Good Standing from Association OR Certificates of Association Membership accepted as proof)
- Educational Certification with a minimum of three (3) completed courses related to the specific field of study (modality), one (1) of which includes some sort of training to be a workshop facilitator
- Has been certified by the National Certification Board for Therapeutic Massage and Body Work as an Approved Provider for Continuing Education (US Designation)
- Recognized in the field of study as an expert (only for courses not classified as technique/modality/refresher in nature)

* Please ensure all the information provided is accurate.

Last Updated: November 14, 2023



Appendix 24 – Event Volunteer Participation Checklist

Event Volunteering is done without monetary compensation as a way of promoting the profession(s).

- Member's, please have the event organizer provide a letter containing the following information on official event letterhead and have them submit it to info@cmmota.com or by regular letter mail to #300, 2965 Bremner Ave. Red Deer, AB T4R 1S2:
 - Volunteering Member's Name
 - ⊖ Date(s) of Volunteer Participation
 - ⊖ Number of Hours Spent Volunteering
 - ⊖ Name of Event
 - ⊖ Location of Event
 - ⊖ Name of Volunteer Supervisor
 - ⊖ Signature of Volunteer Supervisor

CEC Award:

- 1 credit per 2 hours, to a maximum of 3 credits per event, to a maximum of 9 credits per CEC cycle.

Last Updated: September 12, 2022



Appendix 25 – Teaching or Teaching Assistant CEC Checklist

- This is for Teachers or Teacher’s Assistants.
- A letter as described below must be submitted annually in order to receive the CEC’s.
- Member’s, please have your educational institution provide a letter on their official letterhead containing the following information to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave., Red Deer, AB, T4R1S2:
 - Teacher or Teacher’s Assistant’s Name
 - Course(s) Name
 - Dates of Course(s)
 - Signed by Authorized Official

Qualifying:

- Teaching or serving as a teacher’s assistant at a recognized massage therapy or manual osteopathic therapy program.

CEC Award:

- 6 credits per year, to a maximum of 18 credits per CEC cycle.

Last Updated: September 12, 2022



Appendix 26 – Workshop Instructor or Assistant CEC Checklist

Members, please provide the following by email to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave, Red Deer, AB T4R 1S2:

- A letter on official letterhead from the course/workshop administrator including the following information:
 - Workshop Instructor or Workshop Assistant's Name
 - Workshop(s) Name
 - Dates of Workshop(s)
 - Signed by Instructor.
- A completed *Appendix 22 Member CEC Course Evaluation Form* or a completed *Appendix 23 Course Developer CEC Course Evaluation Form*.
- Attendance Sheet of Participants for each workshop instructed.
- Submission of a copy of the certificate that participants receive upon completion of the workshop.

Qualifying:

- Workshop is considered by CMMOTA to be a Professional Skills workshop.
- Workshop has a minimum of 6 hours of instruction time.
- Workshop has a minimum of 3 participants.

CEC Award:

- 6 credits per workshop, to a maximum of 18 credits per CEC cycle.

Last Updated: September 12, 2022



Appendix 27 - Member Name Change Request Form

| Personal Information | | | |
|-----------------------------|--|--------------------|--|
| Previous First Name | | Previous Last Name | |
| New First Name | | New Last Name | |
| Email | | | |
| Mailing Address + City | | | |
| Province | | Postal Code | |
| CMMOTA Member # | | Phone Number | |

Reason(s) for Name Change:

Requested effective date of change: _____

I have submitted all necessary paperwork:

- Birth Certificate + updated Driver’s License or Certificate of Indian Status Card or provincially issued ID Card **OR**
- Change of Name Certificate + updated Driver’s License or Certificate of Indian Status Card or provincially issued ID Card

I hereby declare that the information provided above is true and correct. I understand that providing false or misleading information may jeopardize my current standing with insurance recognition as well as with CMMOTA.

Signature: _____ Date: _____



Appendix 28 - Membership Number Change Request Form

| Personal Information | | | |
|----------------------|--|--------------|--|
| First Name | | Last Name | |
| Email | | | |
| Address + City | | | |
| Province | | Postal Code | |
| CMMOTA Member # | | Phone Number | |

Requested effective date of change: _____

Reason for requesting a new member number:

I hereby declare that the information provided above is true and correct. I understand that providing false or misleading information may jeopardize my current standing with insurance recognition as well as with CMMOTA.

Signature: _____ Date: _____



Appendix 29 - Membership Cancellation Request Form

| Personal Information | | | |
|-----------------------------|--|--------------|--|
| First Name | | Last Name | |
| Email | | | |
| Address + City | | | |
| Province | | Postal Code | |
| CMMOTA Member # | | Phone Number | |

Requested date of cancellation: _____

We are continuously striving for excellence in customer service and would appreciate knowing why you are choosing to cancel your membership with us. Please select any of the following that apply to you:

- Changing Careers Withdrew from School Health/ Personal Reasons
- Retiring from Massage/Manual Osteopathic Therapy Moving
- Switching Associations Unsatisfied with CMMOTA Prefer not to Disclose
- Other (please provide more information below):

Signature: _____ Date: _____



Appendix 30 –Receipt Samples

- Please note that these are examples of what a receipt may look like.

Example 1 – RMT Treatment Receipt

| | |
|--|---|
| Susan J. Smitty, B.Sc., MT, DOMP CMMOTA -RMT#9999 Alberta Relaxation Massage & Spa 1234 Banff Street, Red Deer, AB T4N 1P7 (403)123-4567 GST No. 1234567RT0015 | Date: June 31, 2099 Receipt Number: 9876 |
| Services Provided for: Bob Jones 665 River Beach Crescent, Red Deer, AB T2P 7K8 | |
| Massage Therapy Treatment - 90 Minutes | \$134.00 |
| GST @ 5% | \$ 6.70 |
| Total | \$140.70 |
| Paid by: METHOD OF PAYMENT | |

Example 2 – MOT Treatment Receipt

| | |
|---|---|
| Susan M. Smitty, B.Sc., MT, OMT CMMOTA -MOT#999999 Alberta Relaxation Massage & Spa 1234 Banff Street, Red Deer, AB T4N 1P7 (403)123-4567 GST No. 1234567RT0015 | Date: June 31, 2099 Receipt Number: 1234 |
| Services Provided for: Bob Jones 665 River Beach Crescent, Red Deer, AB T2P 7K8 | |
| Manual Osteopathic Therapy Treatment - 90 Minutes | \$200.00 |
| GST @ 5% | \$ 10.00 |
| Total | \$210.00 |
| Paid by: METHOD OF PAYMENT | |



Example 3 – Spa Massage Treatment Receipt

| | |
|---|---|
| Susan J. Smitty CMMOTA - ST#9999 Longworth Relaxation Retreat Center 1234 Victoria Street, Quinlan Falls, BC, V6B 4J7 (403)123-4567 HST No. 1234567RT0015 | Date: June 31, 2099 Receipt Number: 6543 |
| Services Provided for: June Jones 987 River Lane, Victoria, BC V1X 2G9 | |
| Spa Massage Treatment - 90 Minutes | \$134.00 |
| HST @ 13% | \$ 17.42 |
| Total | \$151.42 |
| Paid by: METHOD OF PAYMENT | |

Example 4 – Product/Non-Professional Designation Services Receipt

| | |
|---|---|
| Susan M. Smitty Alberta Relaxation Massage & Spa 1234 Banff Street, Red Deer, AB T4N 1P7 (403)123-4567 GST No. 1234567RT0015 | Date: June 31, 2099 Receipt Number: 1234 |
| Product and/or Services Provided for: Bob Jones 665 River Beach Crescent, Red Deer, AB T2P 7K8 | |
| 1 Bottle of Massage Oil | \$12.00 |
| Nutritional Consulting – 15 minutes | \$45.00 |
| Vitamin D Supplement | \$23.00 |
| GST @ 5% | \$ 4.00 |
| Total | \$84.00 |
| Paid by: METHOD OF PAYMENT | |



Appendix 31 – Client Intake Form Samples

- Please note that these are samples, and that it is up to the therapist or clinic owner to adapt or draft their own client intake form.

Sample 1

Client Intake Form – Therapist Name, Designation(s)

Welcome! Please complete this information to help the therapist get to know you and so your therapy can be customized to your needs. This information is confidential and will only be used in the development of your massage therapy treatment plan. If an outside party requests this information, it will be released only after written permission is obtained from you, the client, or through a court order.

General Information

Name _____ Date _____

Mailing Address _____ City _____

Province _____ Postal Code _____ Email _____

Home Phone _____ Work Phone _____ Cell Phone _____

Birthdate _____ Occupation _____ Employer _____

Emergency Contact _____ Phone Number _____

Medical / Health History

Please mark an (X) by all current conditions and (P) for all past conditions:

| | | |
|---|--|---|
| <input type="checkbox"/> Abdominal/Digestive Problems <input type="checkbox"/> Allergies- If yes please specify: _____ _____ <input type="checkbox"/> Aneurysm <input type="checkbox"/> Anxiety <input type="checkbox"/> Arm/Hand Pain <input type="checkbox"/> Arthritis/tendonitis <input type="checkbox"/> Artificial Joint <input type="checkbox"/> Atherosclerosis <input type="checkbox"/> Asthma or lung condition <input type="checkbox"/> Athletes foot/Warts <input type="checkbox"/> Back or Neck Problems <input type="checkbox"/> Bladder or Kidney Ailment <input type="checkbox"/> Blood Clots <input type="checkbox"/> Blood Pressure: <input type="checkbox"/> Low <input type="checkbox"/> High <input type="checkbox"/> Bone or Joint Disease <input type="checkbox"/> Bruise Easily <input type="checkbox"/> Cancer <input type="checkbox"/> Carpal Tunnel Syndrome <input type="checkbox"/> Chemical Dependency (Alcohol, Drug) <input type="checkbox"/> Chronic Fatigue <input type="checkbox"/> Chronic Pain <input type="checkbox"/> Circulatory/Heart Problems <input type="checkbox"/> Constipation/ Diarrhea | <input type="checkbox"/> Contagious Skin Condition <input type="checkbox"/> Current Fever <input type="checkbox"/> Decrease Sensation <input type="checkbox"/> Depression <input type="checkbox"/> Diabetes <input type="checkbox"/> Diverticulitis <input type="checkbox"/> Eating Disorders <input type="checkbox"/> Epilepsy <input type="checkbox"/> Fibromyalgia <input type="checkbox"/> Headaches, Migraine <input type="checkbox"/> Hearing Problems <input type="checkbox"/> Heart Attack <input type="checkbox"/> Heart Condition <input type="checkbox"/> Hepatitis (A, B, C, other) <input type="checkbox"/> Hemile <input type="checkbox"/> Herpes/cold sores <input type="checkbox"/> HIV/AIDS <input type="checkbox"/> Irritable Bowel Syndrome <input type="checkbox"/> Liver Disease <input type="checkbox"/> Lupus <input type="checkbox"/> Lymphedema <input type="checkbox"/> Jaw Pain/ TMJ pain <input type="checkbox"/> Joint Dislocations <input type="checkbox"/> Mental/Psychological Condition <input type="checkbox"/> Muscle/Bone Injuries <input type="checkbox"/> Muscle/Joint Pain | <input type="checkbox"/> Muscle Spasms or Cramping <input type="checkbox"/> Numbness/Tingling <input type="checkbox"/> Open Sores or Wounds <input type="checkbox"/> Overlap/Menstrual Problems <input type="checkbox"/> Osteoporosis <input type="checkbox"/> Pinched Nerve <input type="checkbox"/> Pregnancy <input type="checkbox"/> Rash/Fungus <input type="checkbox"/> Scoliosis <input type="checkbox"/> Seizures <input type="checkbox"/> Shingles <input type="checkbox"/> Sinus Problems <input type="checkbox"/> Sleep Difficulties/Disorders <input type="checkbox"/> Spinal Disorders <input type="checkbox"/> Sprain/Strain <input type="checkbox"/> Stroke <input type="checkbox"/> Swollen Glands <input type="checkbox"/> Tennis Elbow <input type="checkbox"/> Tetanus/Straw <input type="checkbox"/> Thyroid Problems <input type="checkbox"/> Ulcers <input type="checkbox"/> Undiagnosed Acute Pain <input type="checkbox"/> Vision Problems <input type="checkbox"/> Varicose Veins <input type="checkbox"/> Whiplash <input type="checkbox"/> Other (describe below) |
|---|--|---|

Are there any other medical conditions that you have which are not listed above that we should know about? _____

Injuries, accidents or illnesses that are still affecting you: _____

Do you wear contact lenses or glasses: Yes No Recent Surgery? Yes No

How would you rate your state of health? Excellent Good Fair Poor

Height _____ Weight _____ Family Doctor _____

Please list any current medications you are taking: _____

Do you have any of the following today: Skin Rash Cold/Flu Open Cuts Severe Pain Anything Contagious
 Bruises/Injuries

Do you have any allergies to oils, lotions, or ointments? Yes No If yes please explain: _____

Please turn page over and complete the other side.

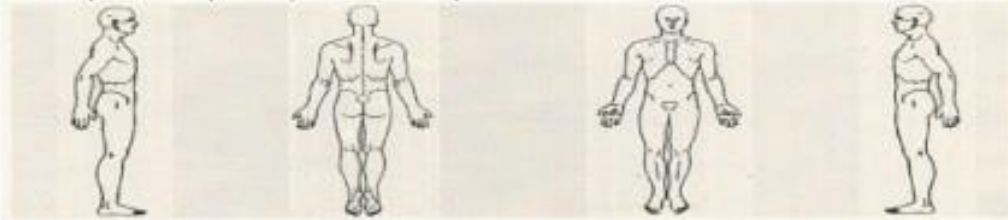


Client Intake Form – Therapist Name, Designation(s)

Is there anything else about your health history that you think would be useful for your massage practitioner to know to plan a safe and effective massage session for you? _____

Massage Session Information

Please indicate with an (X), if any, the areas in which you are currently feeling discomfort. Please indicate with an (M), if any, the areas which you would like your therapist to focus on today.



What results are your goals/expectations for this massage therapy session? _____

Do you have any concerns about getting a massage today? _____

The following sometimes occurs during massage. They are normal responses to relaxation. Trust your body to express what it needs to: need to move or change position, sighing, yawning, change in breathing, stomach gurgling, emotional feelings and/or expression, movement of intestinal gas, energy shifts, falling asleep, memories.

Consent

Please read the following information and sign below:

1. I understand that the therapist has informed me his credentials, and has informed me of treatment costs, and my financial obligations.
2. I understand that it is my choice to receive massage therapy, and receive it at my own risk.
3. I understand that massage therapy is beneficial for relaxation, relief from pain, tension, and stress and increase in circulation.
4. I understand that massage therapists do not preform medical examination, diagnose illness, disease or mental disorders; nor do they prescribe any medical treatment, pharmaceuticals, or perform any spinal manipulation, and that it is recommended that I see my physician for any ailment that I may have.
5. I understand that I am responsible to inform my therapist at each visit of any changes to my health.
6. I have truthfully stated all medical and health conditions that I am aware of, and this information is accurate to the best of my knowledge.
7. I understand that not informing the therapist of critical health information could result in injury due to contraindications for massage. I understand that massage is contraindicated for some medical conditions and that obtaining a medical clearance or prescription may be necessary before beginning treatment.
8. I understand that draping will be used during the session and that only the area being worked on will be uncovered.
9. I will, if I experience any pain or discomfort during the massage, immediately inform my massage therapist so that the pressure and/or methods can be adjusted to my comfort level.
10. I understand that this is a therapeutic massage, and that any sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature will constitute as sexual harassment and will terminate the session, and that I will be liable for full payment of the scheduled treatment.
11. I understand that if the massage therapist starts a session late, they will make it up to me at the end of my session, if possible, or will reduce my fee accordingly. I understand that if I arrive late, my session will end at the originally scheduled time so the client following me is not penalized.
12. I agree to give 24 hour notice for a scheduled session that I cannot keep. I am aware that I may be charged the full fee for any missed sessions or for sessions that I do not give 24 hour notice to cancel or reschedule.
13. In the event that I become injured, either directly or indirectly, as a result, in whole or in part, of the aforesaid massage therapy, I hereby hold harmless and indemnify the therapist, their principals, and agents from all claims and liability whatsoever.

Name: _____ Signed: _____ Date: _____
 Relationship to minor being treated (if applicable) _____

Please turn page over and complete the other side.



Sample 2

Add business contact information here

| CONFIDENTIAL CLIENT INFORMATION | |
|--|-----------------------------------|
| Name _____ | Phone (home) _____ |
| Birthdate _____ | Phone (work) _____ |
| Address _____ | Phone (cell) _____ |
| City _____ | Province _____ Postal Code _____ |
| Email: _____ | |
| Occupation _____ | Employer _____ |
| Referred by: _____ | |
| Medical History (list present/ previous illnesses, conditions, accidents, surgeries, fractured bone, etc. Please include dates): _____ _____ _____ _____ | |
| What sporting/ exercise activities are you involved in: _____ _____ | |
| Please list current medications: _____ _____ | |
| Medical Doctor: _____ | Chiropractor: _____ |
| Physiotherapist: _____ | Other Health Professionals: _____ |
| Previous Massage Experience: Y <input type="checkbox"/> N <input type="checkbox"/> Comments: _____ | |
| Purpose of this Appointment (Major Complaint): _____ _____ | |
| When did these symptoms appear: _____ | |
| Have you ever had same or similar conditions? Y <input type="checkbox"/> N <input type="checkbox"/> If yes, when and describe: _____ _____ | |



How is this condition interfering with your daily routine? _____

Is it progressively getting worse? Y N Constant? Y N Comes & Goes? Y N

What makes it worse? _____

What makes it better? _____

Other complaints: _____

Confidential Health History

In order to protect yourself, your therapist, and others, honest disclosure is essential.

Head/ Neck:

- headaches
 - tension
 - migraine
- whiplash
- TMJ
- vision problems
- contact lenses
- earaches
- hearing problems
- sinus problems

- Respiratory:**
- rib injuries
 - breathing difficulties

- Cardiovascular:**
- high blood pressure
 - low blood pressure
 - phlebitis
 - dizziness
 - heart disease
 - varicose veins
 - blood clots
 - circulation problems

Skin:

- allergies
- bruise easily
- other _____

Muscles/ Joints:

- pain _____
- sprains
- strains
- spasms
- tears
- numbness/ tingling
- bursitis
- tendonitis
- arthritis _____

Digestive:

- constipation
- diarrhea
- gas
- digestion problems : _____
- other _____

Skeletal:

- broken bones : _____
- osteoporosis
- date of diagnosis: _____
- spinal condition _____

Cancellation Policy

Your appointment time is reserved especially for you. Any cancellations or rescheduling must be done with a minimum of six (6) business hours, or you will be charged the cost of your appointment. Thank you for your co-operation and understanding.

I understand that the information I have given on this form will be confidential and will be used for no other purposes than the therapist's records, and/ or for the emailing/ mailing of timely reminders. The contents of this form and related documents are the property of the therapist. I also verify that the above information is correct and complete.

Signature: _____

Date: _____



Appendix 32 – Treatment Notes Sample Forms



- Please note that these are samples, and that it is up to the therapist or clinic owner to adapt or draft their own treatment notes form.

Sample 1



Treatment Notes – Therapist Name, Designation(s)

Name of Client _____ DOB _____ Date _____

Pre-Massage Pain Scale
0 10
None Severe

Right Anterior

Posterior Left

Post-Massage Pain Scale
0 10
None Severe

S

Information
From Client

O

Assessment
By Therapist

A

Summary of
Session

P

Treatment
Plan

Session Type: _____ Duration: _____



Sample 2

SOAP Notes

Client Name _____ Date _____

Preferences

Massage Media _____ Table Setup _____
 Hot or Cold Therapies _____ Music _____
 Other _____

SUBJECTIVE

Client Goals _____
 Symptoms _____

 Improve with _____ Worsen with _____

OBJECTIVE

Visual _____

 Palpation _____

 Modalities Applied _____

ASSESSMENT

Changes Achieved _____

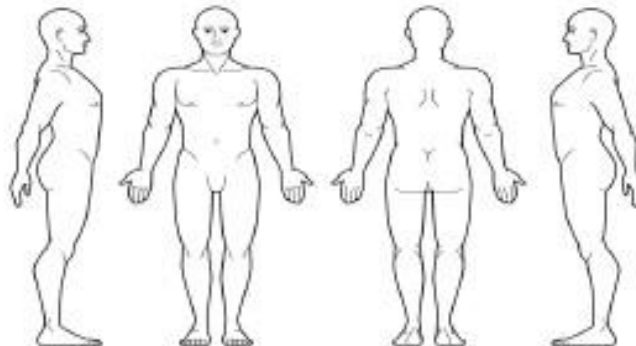
 Goals _____

PLAN

Treatment Plan _____
 Self-Care Plan _____

Legend

- ★ Inflammation
- ↺ or ↻ Rotation
- ⇌ Long
- Tender Point
- ✱ Trigger Point
- ↑ Elevation

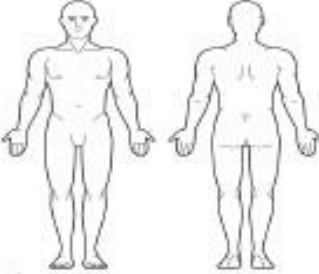






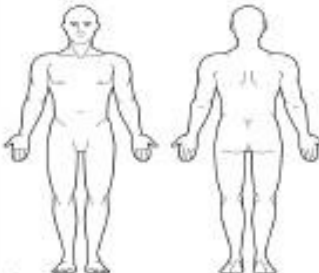






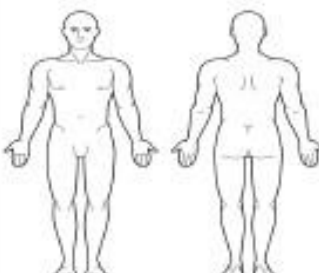










Sample 3

SOAP Notes

Patient Name _____

| | |
|---|--|
|  <p> Inflammation  Rotation  Long  Tender Point  Trigger Point  Elevation  </p> | <p>Subjective _____</p> <p>_____</p> <p>Objective _____</p> <p>_____</p> <p>Assessment _____</p> <p>_____</p> <p>Plan _____</p> <p>_____</p> <p><i>Signature</i> _____ <i>Date</i> _____</p> |
|  <p> Inflammation  Rotation  Long  Tender Point  Trigger Point  Elevation  </p> | <p>Subjective _____</p> <p>_____</p> <p>Objective _____</p> <p>_____</p> <p>Assessment _____</p> <p>_____</p> <p>Plan _____</p> <p>_____</p> <p><i>Signature</i> _____ <i>Date</i> _____</p> |
|  <p> Inflammation  Rotation  Long  Tender Point  Trigger Point  Elevation  </p> | <p>Subjective _____</p> <p>_____</p> <p>Objective _____</p> <p>_____</p> <p>Assessment _____</p> <p>_____</p> <p>Plan _____</p> <p>_____</p> <p><i>Signature</i> _____ <i>Date</i> _____</p> |



Appendix 34 - Modalities List for Manual Osteopathic Therapists

The following is a list of modalities which CMMOTA recognizes for the purpose of granting insurance through our liability insurance provider. In order for a member to gain recognition for the Modalities listed below, they must meet the criteria laid out under each section. If you are a practicing Massage Therapist, please refer to Appendix 19 for a list of modalities that are related to your professional practice.

Section 1 Student Manual Osteopathic Therapist Member Core Modalities

Criteria: A member must meet the eligibility requirements to become a student manual osteopathic therapist member which are indicated under CMMOTA Bylaw 3.2.7.. The following core modalities may be practiced under supervision (defined as direct supervision with supervisor in the room) only while they are a "Student Manual Osteopathic Therapist Member:"

- Manual Osteopathic Therapy (includes the following: Osteoarticulation, Advanced Myofascial Release, Manual Lymphatic Drainage, Craniosacral Therapy, Visceral Manipulation, Joint Mobilization, Muscle Energy Technique)

Section 2 Full Manual Osteopathic Therapist Member Core Modalities

Criteria: A member must meet the eligibility requirements to become a full member which are indicated under CMMOTA Bylaw 3.2.2.. The following core modalities may be practiced without supervision while they are a "Full Manual Osteopathic Therapist Member:"

- Manual Osteopathic Therapy (includes the following: Osteoarticulation, Advanced Myofascial Release, Manual Lymphatic Drainage, Craniosacral Therapy, Visceral Manipulation, Joint Mobilization, Muscle Energy Technique)

Section 3 Manual Osteopathic Therapy Additional Modalities

Criteria: In order for a "Full Manual Osteopathic Therapist Member" to practice any of the following modalities, the modality must be granted by CMMOTA's Professional Liability Insurance provider. A modality may be granted if the following are provided to the Association:

3. A Certificate from a CMMOTA approved Continuing Education Course which meets the approval of the Professional Liability Insurance company.

Modalities listed in this section must be incorporated into a manual osteopathic therapy treatment and are not to be billed as Manual Osteopathic Therapy when performed as a stand-alone treatment. In such cases where a modality listed in this section is delivered as a stand-alone treatment (meaning that the treatment used only the singular modality), it would be required to be billed as if it were a complementary modality.

This is the list of additional Manual Osteopathic Therapy Related Modalities that CMMOTA recognizes. Any Modality not on this list would have to be considered by, Administration, the Board of Directors, and the Liability Insurance Provider before it would be added to the list. If there is a modality that you would like to have considered that is not currently on this list below, please contact info@cmmota.com so that we can inquire directly with our liability



insurance provider to see if it may be added to this list. The Association reserves the right to add to or remove any modality on this list at any time for any reason it deems necessary.

- Active Release
- Alexander Method
- Aroma Massage (use of industrial produced/blended oils only)
- Aromatherapy (requires 200 hours CE training, allows for therapist produced/blended oil use)
- Aroma Touch (use of industrial produced/blended oils only)
- Athletic Taping and Bracing *
- Bowen Therapy
- Certified Athletic/Sports Therapist *
- Feldenkrais Technique
- Graston Technique
- Hellerwork*
- Hot Stone Therapy
- Instrument Assisted Soft Tissue Manipulation (IASTM)
- Integrative Manual Therapy (IMT)
- Ki-Hara Resistance Stretching *
- K-Taping
- Lensen
- Low Level Laser
- Muscle Activation Technique *
- Neuromuscular Therapy
- Oncology Treatment *
- Onsen
- Orthobionomy
- Orthopedic Certification
- Photobiomodulation (Thor)
- Radial Shockwave
- Red Light Therapy
- Shockwave Therapy
- Somatic Exercise/Essential Somatic (no psychotherapy components)
- Somatic Teaching * (no psychotherapy components)
- Strain/Counterstrain
- Structural Integration
- Suction Cupping
- TENS Therapy
- TMJ Intraoral
- Trager
- Ultrasound Therapy (not diagnostic imaging or any application to a fetus²)
- Yoga (one on one instruction)*

² Ultrasound diagnostic imaging and any application of ultrasound to a fetus are restricted activities under the Health Professions Act in Alberta.



PLEASE NOTE that those modalities followed by a * may require an insurance surcharge for professional liability insurance coverage – please contact the office for current pricing.

Section 4 Complementary Modalities

Please note, all modalities listed under this section are out of scope for practice under a manual osteopathic therapy treatment.

Criteria: In order for a “Full Manual Osteopathic Therapist Member” to practice any of the following complementary modalities, the complementary modality must be granted by CMMOTA’s Professional Liability Insurance provider. A modality may be granted if the following are provided to the Association:

4. A Certificate from an accepted Continuing Education Course which meets the minimum standard of hours and hands on training required to grant the specified modality; and
5. If the modality is regulated under a health profession act or other act in the province the therapist is practicing in, then the member shall provide proof that they are a member of the regulatory body responsible for oversight of the modality (i.e. Physiotherapy)

This is the list of additional Complementary Modalities that CMMOTA recognizes. Any modality listed below, may be practiced by a Full Manual Osteopathic Therapist Member, but cannot be considered as part of a Manual Osteopathic Therapy Treatment Plan, and must be billed separate from Manual Osteopathic Therapy, and any receipts issued by the member for services in the modality shall not include the Members MOT CMMOTA Registration number. Any Complementary Modality not on this list would have to be considered by Administration, the Board of Directors, and the Professional Liability Insurance Provider before it would be added to the list. The Association reserves the right to add to or remove any modality on this list at any time for any reason it deems necessary.

- Callanetics (Exercise Program) *
- Eden Energy Medicine *
- Equine Somatics *
- Esthetics *
- Fitness Instructor *
- Infrared Sauna *
- Kinesiology *
- Nordic Pole Walking *
- Nutritional Consulting *
- Personal Training *
- Physiotherapy * (Must belong to a regulatory body in regulated provinces.)
- Pilates *
- Reiki *
- Sleep Consultant *
- Spin Instructor *
- Sugaring *
- Therapeutic Harmonics *
- Therapeutic Touch *
- Yamuna Body Rolling *



- Yoga Teaching (group instruction)*
- Zumba *

PLEASE NOTE that those complementary modalities followed by a * may require an insurance surcharge for professional liability insurance coverage – please contact the office for current pricing.

Section 5 – Massage Therapy

CMMOTA has designated this modality as a separate professional designation. As such while we are able to offer Student Massage Therapist Membership or Associate Massage Therapist Membership and professional liability insurance coverage for those members who are enrolled as a student in an Massage Therapy programme, as an add on to your Manual Osteopathic Therapist policy with a surcharge, it may not be practiced as part of a Manual Osteopathic Therapy Treatment Plan, and must be billed separate from Manual Osteopathic Therapy, and any receipts issued by the member for Massage Therapy services shall not include the Member's CMMOTA MOT Registration number.

Once a member has completed a 2200-hour Massage Therapy programme, in order to continue practice as a Massage Therapists, we do require registration as an individual professional designation, and an upgrade in insurance coverage.

As a Manual Osteopathic Therapist member, if you are able to met the eligibility requirements listed in the CMMOTA Bylaws under 3.2. to become a Student Massage Therapist member, Associate Massage Therapist member, Full Massage Therapist member, Registered Massage Therapist member, or Spa Therapist member, and you wish to have the coverage for Massage Therapy added to your professional liability coverage, please contact the CMMOTA office directly to get the process started.

IF You are practicing or offering any services not listed above, please contact Dusyk and Barlow to obtain separate coverage. Practice or offering of additional services cannot be billed or invoiced using a CMMOTA membership number.

Date of Last Revision: October 25, 2023



Appendix 35 – Student Therapist Supervisor CEC Checklist

- This is for those providing in-room clinical supervision of a student massage therapist or student manual osteopathic therapist.
- A letter as described below must be submitted annually in order to receive the CEC's.
- Member's, please have your educational institution or clinic provide a letter on their official letterhead containing the following information to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave, Red Deer, AB T4R 1S2:
 - Supervisor's Name
 - Name(s) of students under their supervision
 - Number of Hours spent supervising during the given year.
 - Signed by Authorized Official

Qualifying:

- Serving as an in-room clinical supervisor at a recognized massage therapy or manual osteopathic therapy program, or professional clinic which offers massage therapy and/or manual osteopathic therapy.

CEC Award:

- 1 credit per 2 hours of supervision to a maximum of 6 CEC per year, to a maximum of 18 CEC per cycle.

Date Last Updated: September 12, 2022



Appendix 37: Annual Board Evaluation Form

In accordance with CMMOTA's *Board of Directors Remuneration and Expense Reimbursement Policy* under Section 15.c. each member of the Board of Directors is required to provide this confidential evaluation of themselves and their fellow Directors, to be submitted by email to the Executive Director during the month of May.

Name of Evaluator: _____

In my opinion, the following Board Members have fulfilled all their specific duties required by their position as described in the *Board of Directors Responsibilities Policy* (please check off those who you consider having fulfilled their duties over the course of the last year):

President _____

Vice President _____

Secretary _____

Treasurer _____

Director _____

As a reminder, this form once submitted to the Executive Director is to remain confidential. Results will be tabulated by the Executive Director into a cumulative report to be provided to the Board. In order to receive the basic annual rate remuneration, the member of the Board must receive at least a 66% approval from their fellow Board Members in addition to meeting the other requirements set out in the *Board of Directors Remuneration and Expense Reimbursement Policy*.

Date of Appendix Adoption: June 1, 2023



Appendix 38 - Volunteering as a Peer Reviewer Participation Checklist

- This is for those who have provided Peer Review for an article pertaining to massage therapy or manual osteopathic therapy for a Peer Reviewed Journal publication.
- A letter as described below must be submitted annually in order to receive the CEC's.
- Member's, please have the journal editor or contact person provide a letter on their official letterhead containing the following information to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave, Red Deer, AB T4R 1S2:
 - Peer Reviewer's Name
 - Number of articles reviewed during the given year.
 - Signed by Authorized Official

Qualifying:

- Serving as a Peer Reviewer for an article pertaining to massage therapy or manual osteopathic therapy for a Peer Reviewed Journal publication.

CEC Award:

- 1 credit per article reviewed to a maximum of 6 CEC per year, to a maximum of 18 CEC per cycle.

Date Last Updated: June 1, 2023



Appendix 39 – Article Publication CEC Checklist

- This is for those who have successfully had an article pertaining to massage therapy or manual osteopathic therapy which they authored or co-authored published in a Peer Reviewed Journal publication.
- A copy of the article published must be submitted to the Association in order to receive the CEC's.
- Member's, please have the journal editor or contact person provide a letter on their official letterhead containing the following information to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave, Red Deer, AB T4R 1S2:
 - Article Author's Name
 - Date that the Article was published
 - Signed by Authorized Official

Qualifying:

- Must be an author or co-author of an article pertaining to massage therapy or manual osteopathic therapy which has been published in a Peer Reviewed Journal publication.

CEC Award:

- 6 credits per article published to a maximum of 18 CEC per cycle.

Date Last Updated: June 1, 2023



Appendix 40 – SOAP Notes Abbreviations Sample

The following are a sample of possible abbreviations. When creating your own Abbreviations Key document abbreviations should be listed alphabetically and/or numerically followed by symbols for ease of use.

Possible Abbreviations:

- AB – abdomen
- BA – back ache
- BB – biceps brachii muscle
- BR – brachioradialis muscle
- BRAC – brachialis muscle
- CC – chief complaint
- CL – client
- COLD – application of cold
- CST – cranial sacral therapy
- CT – connective tissue
- DELT – deltoid muscle
- DT – deep tissue
- EFF - effleurage
- ELE – elevation
- ES – erector spinae muscles
- FBM – full body massage
- FX – friction
- GLUTS – gluteus muscles
- H&N – head and neck
- HA – headache
- HEAT – application of heat
- HS – hot stone
- IC – intercostal muscles
- LAT – lateral
- LB – low back
- LD – latissimus dorsi muscle
- LEV SC – levator scapulae muscle
- LS – left side
- LTG – long term goals
- MED - medial
- PALP – palpitation
- PEC – pectoralis major muscle
- PR - prone
- PX – pain
- RHOM – rhomboid muscles
- ROM – range of motion
- RS – right side
- SC – suction cup
- SCAL – scalene muscle
- SCM – sternocleidomastoid muscle



- SH - shoulder
- SL - side lying
- ST - special test
- SUP - supination
- TB - triceps brachii muscle
- TP - trigger point
- TM - teres major muscle
- TRAP - trapezius muscle
- VCON - verbal consent
- ↓ - decreased
- ↑ - increased

Please note that an editable version of this document is available by request. To obtain the editable version please contact info@cmmota.com

Members are reminded that a list of abbreviations used must be included in the client's file.

Original Date of Appendix Adoption: September 13, 2023

Date of Last Appendix Revision:



Appendix 41 – Seminar/Conference Attendance Checklist

Members, please provide the following by email to info@cmmota.com or by regular mail to #300, 2965 Bremner Ave, Red Deer, AB T4R 1S2:

- Proof of Attendance:
 - Copy of Ticket; or
 - Proof of Purchase
- Copy of Itinerary for the Seminar/Conference Event including the event schedule.
- 250 Words (1 Page) explaining what you learned while attending the seminar/conference.

Qualifying:

- Seminar/Conference must be relevant to the professions of either massage therapy or manual osteopathic therapy.
- Seminar/Conference must be a minimum of 4 hours in length.

CEC Award:

- 1 credit per 4 hours of seminar/conference to a maximum of 4 credits per event, to a maximum of 8 credits per CEC cycle.

Last Updated: November 14, 2023



Canadian Massage & Manual Osteopathic Therapists Association

MEMBERSHIP

Policy and Procedure Handbook

Other Important CMMOTA Documents



Bylaws of the Canadian Massage and Manual Osteopathic Therapists Association

1. Article 1 – Name

- 1.1. The name of the Society is the Canadian Massage and Manual Osteopathic Therapists Association, also known and referred to as “CMMOTA”.

2. Article 2 – Definitions

- 2.1. Audit: A formal examination and verification of the financial records, books, and accounts of the Association, conducted by an independent Accountant with a professional designation and license.
- 2.2. Continuing Education Credit (“CEC”): Credits earned by each member towards completion of their respective educational requirements during a 3-year Continuing Education Cycle.
- 2.3. Continuing Education Cycle: Commencing in 2019, a 3-year cycle that repeats every 3 years, within which each member must accumulate Continuing Education Credits in accordance with the class of Membership held.
- 2.4. Code of Ethics for Massage and Manual Osteopathic Therapists: The Code of Ethics for Massage and Manual Osteopathic Therapists is posted on the Association’s website or may be obtained by request from the Association.
- 2.5. Dual Professional Designation: An individual who is eligible to hold a Membership as both a Massage Therapist and a Manual Osteopathic Therapist may hold a Membership of this class, subject to maintaining good standing with the requirements of Membership in both classes.
- 2.6. Current Fee Schedule: The fees, costs, and expenses payable by the Membership to the Association, in accordance with the Association’s policies.
- 2.7. Good Standing: A member is in Good Standing when he or she is compliant with the Bylaws and associated policies, is current with the payment of all fees pursuant to the Current Fee Schedule and has not been suspended or cancelled as a member.
- 2.8. Ordinary Resolution: A motion passed at a Meeting that requires the approval of more than 50% of the eligible votes cast.
- 2.9. Scope of Practice for Manual Osteopathic Therapists: The Scope of Practice for Manual Osteopathic Therapists is posted on the Association’s website or may be obtained by request from the Association.
- 2.10. Scope of Practice for Massage Therapists: The Scope of Practice for Massage Therapists is posted on the Association’s website or may be obtained by request from the Association.



- 2.11. Standard of Practice for Manual Osteopathic Therapists: The Standard of Practice for Manual Osteopathic Therapists is posted on the Association’s website or may be obtained by request from the Association.
- 2.12. Standard of Practice for Massage Therapists: The Standard of Practice for Massage Therapists is posted on the Association’s website or may be obtained by request from the Association.
- 2.13. Manual Osteopathic Therapist Association: means an association whose purpose it is to grant professional designation(s) for Manual Osteopathic Therapy, Osteopathic Manual Therapy, or Osteopathy, and who either provide insurance as part of their membership fees, or who assist in providing professional liability insurance coverage to their members.
- 2.14. Massage Therapist Association: means an association whose purpose it is to grant professional designation(s) for Massage Therapy, and who either provide insurance as part of their membership fees, or who assist in providing professional liability insurance coverage to their members.
- 2.15. Regulated Province or Territory of Canada: means that the Province or Territory has established through legislation a regulatory College of Massage Therapy.
- 2.16. Unregulated Province or Territory of Canada: means that the Province or Territory has not established through legislation a regulatory College of Massage Therapy.

3. Article 3 – Membership

- 3.1. The Association’s Membership is comprised of Massage Therapists and Manual Osteopathic Therapists (“members”).
- 3.2. Classes of Membership and associated eligibility requirements are as follows:
 - 3.2.1. Full Massage Therapist
 - 3.2.1.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy; and
 - 3.2.1.2. Standard First Aid and Level “C” CPR issued within the past 3 years; and
 - 3.2.1.3. Provide Vulnerable Sector Check completed within 90 days of application date; and
 - 3.2.1.4. Obtain insurance coverage through the Association’s broker, or an alternative broker if so required; and
 - 3.2.1.5. Shall not hold membership in any other Massage Therapist Association, as defined above; and
 - 3.2.1.6. Shall work within an unregulated Province or Territory of Canada; and
 - 3.2.1.7. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
 - 3.2.1.8. Provide proof of English Language Fluency; and
 - 3.2.1.9. Such further and other requirements as may be amended from time to time.



3.2.2. Full Manual Osteopathic Therapist

- 3.2.2.1. Graduated from a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy or to have graduated from a Manual Osteopathic Therapy program with the minimum 1000-hour requirements from an unrecognized institution and to have passed the Canadian Massage and Manual Osteopathic Therapists Association's Manual Osteopathic Therapists Entrance To Practice Exam; and
- 3.2.2.2. Standard First Aid and Level "C" CPR issued within the past 3 years; and
- 3.2.2.3. Provide Vulnerable Sector Check completed within 90 days of application date; and
- 3.2.2.4. Obtain insurance coverage through the Association's broker, or an alternative broker if so required; and
- 3.2.2.5. Shall not hold membership in any other Manual Osteopathic Therapist Association, as defined above; and
- 3.2.2.6. Shall reside within a Province or Territory of Canada; and
- 3.2.2.7. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Manual Osteopathic Therapy; and
- 3.2.2.8. Provide proof of English Language Fluency; and\
- 3.2.2.9. Such further and other requirements as may be amended from time to time.

3.2.3. Associate Massage Therapist

- 3.2.3.1. Completed a minimum of 900 hours of education from a Massage Therapy program at a post-secondary institution that is recognized by the Association; and
- 3.2.3.2. Enrolled in a second year of education from a Massage Therapy program at a post-secondary institution that is recognized by the Association, with a minimum of 1100 hours of education in Massage Therapy, and a minimum cumulative total of 2200 hours of post-secondary education upon graduation; and
- 3.2.3.3. Provide Vulnerable Sector Check completed within 90 days of application date; and
- 3.2.3.4. Obtain insurance coverage through the Association's broker, or an alternative broker if so required; and
- 3.2.3.5. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.3.6. Shall reside within an unregulated Province or Territory of Canada; and
- 3.2.3.7. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.3.8. Provide proof of English Language Fluency; and
- 3.2.3.9. Such further and other requirements as may be amended from time to time.

3.2.4. Student Massage Therapist



- 3.2.4.1. Enrolled in the first year or second year of a program from a recognized Massage Therapy program at a post-secondary institution that is recognized by the Association, with a minimum of 900 hours of education in Massage Therapy; and
- 3.2.4.2. Provide Vulnerable Sector Check completed within 90 days of application date if obtaining insurance through the Association's broker; and
- 3.2.4.3. Obtain insurance coverage through the post secondary institution or the Association's broker, or an alternative broker if so required; and
- 3.2.4.4. Shall reside within a Province or Territory of Canada; and
- 3.2.4.5. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy, or a valid study permit and a valid visitor visa (temporary resident visa) or an electronic travel authorization; and
- 3.2.4.6. Provide proof of English Language Fluency; and
- 3.2.4.7. Such further and other requirements as may be amended from time to time.

3.2.5. Inactive Massage Therapist

- 3.2.5.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy; and
- 3.2.5.2. No longer practicing or billing as a Massage Therapist; and
- 3.2.5.3. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.5.4. Shall only reside within an unregulated Province or Territory of Canada; and
- 3.2.5.5. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.5.6. Provide proof of English Language Fluency; and
- 3.2.5.7. Such further and other requirements as may be amended from time to time.

3.2.6. Inactive Manual Osteopathic Therapist

- 3.2.6.1. Graduated from a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy or to have graduated from a Manual Osteopathic Therapy program with the minimum 1000-hour requirements from an unrecognized institution and to have passed the Canadian Massage and Manual Osteopathic Therapists Association's Manual Osteopathic Therapists Entrance to Practice Exam; and
- 3.2.6.2. No longer practicing or billing as a Manual Osteopathic Therapist; and
- 3.2.6.3. Shall not hold membership in any other Manual Osteopathic Therapist Association, as defined above; and
- 3.2.6.4. Shall reside within a Province or Territory of Canada; and



- 3.2.6.5. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Manual Osteopathic Therapy; and
- 3.2.6.6. Provide proof of English Language Fluency; and
- 3.2.6.7. Such further and other requirements as may be amended from time to time.

3.2.7. Student Manual Osteopathic Therapist

- 3.2.7.1. Be enrolled in a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy; and
- 3.2.7.2. Provide a Vulnerable Sector Check completed within 90 days of application date if obtaining insurance through the Association's broker; and
- 3.2.7.3. Obtain insurance coverage through the post secondary institution or the Association's broker, or an alternative broker if so required; and
- 3.2.7.4. Shall not hold membership in any other Manual Osteopathic Therapist Association, as defined above; and
- 3.2.7.5. Shall reside within a Province or Territory of Canada; and
- 3.2.7.6. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Manual Osteopathic Therapy, or a valid study permit and a valid visitor visa (temporary resident visa) or an electronic travel authorization; and
- 3.2.7.7. Provide proof of English Language Fluency; and
- 3.2.7.8. Such further and other requirements as may be amended from time to time.

3.2.8. Registered Massage Therapist

- 3.2.8.1. Provide proof of active membership in good standing with the provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
- 3.2.8.2. Standard First Aid and Level "C" CPR issued within the past 3 years; and
- 3.2.8.3. Provide a Vulnerable Sector Check completed within 90 days of application date; and
- 3.2.8.4. Obtain insurance coverage through the Association's broker, or an alternative broker if so required; and
- 3.2.8.5. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.8.6. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.8.7. Provide proof of English Language Fluency; and
- 3.2.8.8. Such further and other requirements as may be amended from time to time.

3.2.9. Spa Therapist



- 3.2.9.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy; and
- 3.2.9.2. Standard First Aid and Level "C" CPR issued within the past 3 years; and
- 3.2.9.3. Provide Vulnerable Sector Check completed within 90 days of application date; and
- 3.2.9.4. Obtain insurance coverage through the Association's broker, or an alternative broker if so required; and
- 3.2.9.5. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.9.6. Shall not hold membership in a provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
- 3.2.9.7. Shall reside within a regulated province or territory of Canada; and
- 3.2.9.8. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.9.9. Provide proof of English Language Fluency; and
- 3.2.9.10. Such further and other requirements as may be amended from time to time.

3.2.10. Inactive Registered Massage Therapist

- 3.2.10.1. Provide proof of inactive membership in good standing with the provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
- 3.2.10.2. No longer practicing or billing as a Registered Massage Therapist; and
- 3.2.10.3. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.10.4. Shall reside in a regulated Province or Territory of Canada; and
- 3.2.10.5. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.10.6. Provide proof of English Language Fluency; and
- 3.2.10.7. Such further and other requirements as may be amended from time to time.

3.2.11. Inactive Spa Therapist

- 3.2.11.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy; and
- 3.2.11.2. No longer practicing or billing as a Spa Therapist; and
- 3.2.11.3. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.2.11.4. Shall not hold membership in a provincially legislated College of Massage Therapy within the jurisdiction in which they reside; and
- 3.2.11.5. Shall reside within a regulated Province or Territory of Canada; and
- 3.2.11.6. Provide proof of Canadian Citizenship, or Permanent Residency in Canada, or a Valid Work Permit permitting the practice of Massage Therapy; and
- 3.2.11.7. Provide proof of English Language Fluency; and



3.2.11.8. Such further and other requirements as may be amended from time to time.

3.2.12. Member Emeritus

- 3.2.12.1. Graduated from a Massage Therapy program that is recognized by the Association, with a minimum of 2200 hours of post-secondary education in Massage Therapy; or
- 3.2.12.2. Graduated from a Manual Osteopathic Therapy program that is recognized by the Association, with a minimum of 1000 hours of post secondary education in Manual Osteopathic Therapy or to have graduated from a Manual Osteopathic Therapy program with the minimum 1000-hour requirements from an unrecognized institution and to have passed the Canadian Massage and Manual Osteopathic Therapists Association's Manual Osteopathic Therapists Entrance to Practice Exam; and
- 3.2.12.3. Has retired from the profession(s) and is no longer a practicing massage or manual osteopathic therapist; and
- 3.2.12.4. Was a member in good standing with the Association for a minimum of 10 years; and
- 3.2.12.5. Shall not hold membership in any other Massage Therapist Association or Manual Osteopathic Therapist Association, as defined above; and
- 3.2.12.6. Such further and other requirements as may be amended from time to time.

3.3. Membership Fees

- 3.3.1. Membership fees for all membership classes except Member Emeritus are payable in advance on an annual basis, as designated by the Association in accordance with the Current Fee Schedule.
- 3.3.2. Membership fees for Member Emeritus are payable upon entrance into the membership class, and are a one-time fee, as designated by the Association in accordance with the Current Fee Schedule.
- 3.3.3. Failure to pay Membership fees prior to the date of renewal may result in suspension, and/or cancellation of Membership and all benefits associated with it, under the authority of the Board of Directors.
- 3.3.4. Failure to pay Membership fees prior to their due date may result in the application of an Administrative Fee for Late Payment in accordance with the Current Fee Schedule.

3.4. Rights of the Members

- 3.4.1. Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist members shall be entitled to attend, participate, and vote at Annual General Meetings and Special Meetings of the Membership.
- 3.4.2. All members, other than Registered Massage Therapist, Full Massage Therapist, Spa Therapist and Full Manual Osteopathic Therapist members, may attend Annual General Meetings and Special Meetings of the Membership by invitation from the Board, but shall not be eligible to participate or vote in the proceedings.



- 3.4.3. All members shall be eligible to attend any functions, seminars, workshops, and conferences provided by the Association for the duration of their Memberships.
- 3.4.4. All members shall be entitled to receive regular membership communications and to participate in the CMMOTA Partner Perks for the duration of their Memberships.

3.5. Responsibilities of Members

- 3.5.1. To maintain and renew Membership with the Association, each member must meet the following requirements:

3.5.1.1. Full Massage Therapist Member

- 3.5.1.1.1. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit ("CEC") Cycle, or pay the fee specified in the Current Fee Schedule; and
- 3.5.1.1.2. Maintain valid Standard First Aid and Level "C" CPR; and
- 3.5.1.1.3. Complete the required continuing education credits during each 3-year CEC Cycle; and
- 3.5.1.1.4. Maintain current Vulnerable Sector Check; and
- 3.5.1.1.5. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Massage Therapists, CMMOTA Scope of Practice for Massage Therapists, and CMMOTA Code of Ethics; and
- 3.5.1.1.6. Maintain insurance coverage through the Association's broker, or an alternative broker if so required; and
- 3.5.1.1.7. Maintain a current Annual Declaration Form; and
- 3.5.1.1.8. Practice only within an unregulated Province or Territory of Canada; and
- 3.5.1.1.9. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.5.1.1.10. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
- 3.5.1.1.11. Such further and other requirements as may be amended from time to time.

3.5.1.2. Full Manual Osteopathic Therapist Member

- 3.5.1.2.1. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit ("CEC") cycle, or pay the fee specified in the Current Fee Schedule; and
- 3.5.1.2.2. Maintain valid Standard First Aid and Level "C" CPR; and
- 3.5.1.2.3. Complete the required continuing education credits during each 3-year CEC cycle; and
- 3.5.1.2.4. Maintain a current Vulnerable Sector Check; and
- 3.5.1.2.5. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Manual Osteopathic Therapists, CMMOTA Scope of Practice for Manual Osteopathic Therapists, and CMMOTA Code of Ethics; and



- 3.5.1.2.6. Maintain insurance coverage through the Association’s broker, or an alternative broker if so required; and
 - 3.5.1.2.7. Maintain a current Annual Declaration Form; and
 - 3.5.1.2.8. Shall not hold membership in any other Manual Osteopathic Therapist Association, as defined above; and
 - 3.5.1.2.9. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Manual Osteopathic Therapy; and
 - 3.5.1.2.10. Such further and other requirements as may be amended from time to time.
- 3.5.1.3. Associate Massage Therapist Member
- 3.5.1.3.1. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Massage Therapists, CMMOTA Scope of Practice for Massage Therapists, and CMMOTA Code of Ethics; and
 - 3.5.1.3.2. Maintain a current Vulnerable Sector Check; and
 - 3.5.1.3.3. Upgrade the Membership to Full Massage Therapist, Registered Massage Therapist, or Spa Therapist status within 18 months from the activation of their Associate Massage Therapist membership, or 60 days following the completion of the 2200-hour minimum post-secondary requirement; and
 - 3.5.1.3.4. Maintain insurance coverage through the Association’s broker, or an alternative broker if so required; and
 - 3.5.1.3.5. Maintain a current Annual Declaration Form; and
 - 3.5.1.3.6. Practice only within an unregulated Province or Territory of Canada; and
 - 3.5.1.3.7. Shall not hold membership in any other Massage Therapist Association, as defined above; and
 - 3.5.1.3.8. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
 - 3.5.1.3.9. Maintain active enrollment in a recognized second year massage therapy program until successful completion; and
 - 3.5.1.3.10. Such further and other requirements as may be amended from time to time.
- 3.5.1.4. Student Massage Therapist Member
- 3.5.1.4.1. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Massage Therapists, CMMOTA Scope of Practice for Massage Therapists, and CMMOTA Code of Ethic; and
 - 3.5.1.4.2. Maintain current Vulnerable Sector Check if insurance is provided through the Association’s broker; and
 - 3.5.1.4.3. Maintain insurance coverage through the post secondary institution or the Association’s broker, or an alternative broker if so required; and
 - 3.5.1.4.4. Maintain a current Annual Declaration Form; and
 - 3.5.1.4.5. If required, provide, and maintain Valid Work Permit permitting the practice of Massage Therapy, or a valid study permit and a valid



visitor visa (temporary resident visa) or an electronic travel authorization; and

- 3.5.1.4.6. Maintain active enrollment in a recognized first or second year massage therapy program until successful completion; and
 - 3.5.1.4.7. Upgrade the Membership to Full Massage Therapist, Registered Massage Therapist or Spa Therapist status within 18 months from the activation of their Student Massage Therapist membership, or 60 days following the completion of the 2200-hour minimum post-secondary requirement; and
 - 3.5.1.4.8. Such further and other requirements as may be amended from time to time.
- 3.5.1.5. Student Manual Osteopathic Therapist Member
- 3.5.1.5.1. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Manual Osteopathic Therapists, CMMOTA Scope of Practice for Manual Osteopathic Therapists, and CMMOTA Code of Ethics; and
 - 3.5.1.5.2. Maintain a current Vulnerable Sector Check if insurance is provided through the Association's broker; and
 - 3.5.1.5.3. Maintain insurance coverage through the post secondary institution or the Association's broker, or an alternative broker if so required; and
 - 3.5.1.5.4. Maintain a current Annual Declaration Form; and
 - 3.5.1.5.5. If required, provide, and maintain Valid Work Permit permitting the practice of Manual Osteopathic Therapy, or a valid study permit and a valid visitor visa (temporary resident visa) or an electronic travel authorization; and
 - 3.5.1.5.6. Maintain active enrollment in a recognized manual osteopathic therapy program until successful completion; and
 - 3.5.1.5.7. Upgrade the Membership to Full Manual Osteopathic Therapist status within 18 months from the activation of their Student Manual Osteopathic Therapist membership, or 60 days following the completion of the 1000-hour minimum post-secondary requirement; and
 - 3.5.1.5.8. Such further and other requirements as may be amended from time to time.
- 3.5.1.6. Registered Massage Therapist Member
- 3.5.1.6.1. Provide proof upon renewal of active membership in good standing with the provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
 - 3.5.1.6.2. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit ("CEC") Cycle, or pay the fee specified in the Current Fee Schedule; and
 - 3.5.1.6.3. Comply with the CMMOTA Policies and Procedures; and
 - 3.5.1.6.4. Maintain valid Standard First Aid and Level "C" CPR; and
 - 3.5.1.6.5. Maintain a current Vulnerable Sector Check; and
 - 3.5.1.6.6. Maintain insurance coverage through the Association's broker, or an alternative broker if so required; and



- 3.5.1.6.7. Shall not hold membership in any other Massage Therapist Association, as defined above; and
 - 3.5.1.6.8. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
 - 3.5.1.6.9. Maintain a current Annual Declaration Form; and
 - 3.5.1.6.10. Such further and other requirements as may be amended from time to time.
- 3.5.1.7. Spa Therapist Member
- 3.5.1.7.1. Attend at least 1 Annual General Meeting per 3-year Continuing Education Credit (“CEC”) Cycle, or pay the fee specified in the Current Fee Schedule; and
 - 3.5.1.7.2. Maintain valid Standard First Aid and Level “C” CPR; and
 - 3.5.1.7.3. Complete the required continuing education credits during each 3-year CEC Cycle; and
 - 3.5.1.7.4. Maintain a current Vulnerable Sector Check; and
 - 3.5.1.7.5. Comply with the CMMOTA Policies and Procedures, CMMOTA Standard of Practice for Massage Therapists, CMMOTA Scope of Practice for Massage Therapists, and CMMOTA Code of Ethics; and
 - 3.5.1.7.6. Maintain insurance coverage through the Association’s broker, or an alternative broker if so required; and
 - 3.5.1.7.7. Maintain a current Annual Declaration Form; and
 - 3.5.1.7.8. Shall not hold membership in any other Massage Therapist Association, as defined above; and
 - 3.5.1.7.9. Shall not hold membership in a provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
 - 3.5.1.7.10. Practice within a regulated Province or Territory of Canada; and
 - 3.5.1.7.11. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
 - 3.5.1.7.12. Such further and other requirements as may be amended from time to time.
- 3.5.1.8. Inactive Massage Therapist Member
- 3.5.1.8.1. Maintain a current Annual Declaration Form; and
 - 3.5.1.8.2. Reside only within an unregulated Province or Territory of Canada; and
 - 3.5.1.8.3. Shall not hold membership in any other Massage Therapist Association, as defined above; and
 - 3.5.1.8.4. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
 - 3.5.1.8.5. Such further and other requirements as may be amended from time to time.
- 3.5.1.9. Inactive Manual Osteopathic Therapist Member
- 3.5.1.9.1. Maintain a current Annual Declaration Form; and



- 3.5.1.9.2. Shall not hold membership in any other Manual Osteopathic Therapist Association, as defined above; and
- 3.5.1.9.3. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Manual Osteopathic Therapy; and
- 3.5.1.9.4. Such further and other requirements as may be amended from time to time.

3.5.1.10. Inactive Registered Massage Therapist Member

- 3.5.1.10.1. Provide proof upon renewal of inactive membership in good standing with the provincially legislated College of Massage Therapy within the jurisdiction in which they practice; and
- 3.5.1.10.2. Maintain a current Annual Declaration Form; and
- 3.5.1.10.3. Reside only within a regulated Province or Territory of Canada; and
- 3.5.1.10.4. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.5.1.10.5. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
- 3.5.1.10.6. Such further and other requirements as may be amended from time to time.

3.5.1.11. Inactive Spa Therapist Member

- 3.5.1.11.1. Maintain a current Annual Declaration Form; and
- 3.5.1.11.2. Reside within a regulated Province or Territory of Canada; and
- 3.5.1.11.3. Shall not hold membership in any other Massage Therapist Association, as defined above; and
- 3.5.1.11.4. If required, provide, and maintain a current work permit issued by Citizenship and Immigration Canada permitting the member to practice Massage Therapy; and
- 3.5.1.11.5. Such further and other requirements as may be amended from time to time.

3.5.1.12. Member Emeritus

- 3.5.1.12.1. Maintain a current Annual Declaration Form; and
- 3.5.1.12.2. Shall not hold membership in any other Massage Therapist Association or Manual Osteopathic Therapist Association, as defined above; and
- 3.5.1.12.3. Such further and other requirements as may be amended from time to time.

3.6. Withdrawal, Suspension or Termination of Membership

- 3.6.1. A member may withdraw his or her Membership with the Association by providing written notice to the registered office of the Association. All rights and benefits associated with the Membership will immediately cease on the date of withdrawal.



- 3.6.2. A Membership may be suspended or cancelled under the authority of the Board of Directors, in accordance with the Association's disciplinary policies, in the following circumstances:
 - 3.6.2.1. Non-payment of Membership fees; or
 - 3.6.2.2. Non-compliance with the Bylaws of the Association, as may be amended from time to time; or
 - 3.6.2.3. Non-compliance with the Policies of the Association, as may be amended from time to time; or
 - 3.6.2.4. Criminal charges related to an offence that is sexual in nature; or
 - 3.6.2.5. Conviction for an indictable criminal offence; or
 - 3.6.2.6. Conduct that brings disrepute to the Association; or
 - 3.6.2.7. A formal written complaint that warrants a member's suspension pending the Association's complaint review and investigation process; or
 - 3.6.2.8. Conduct that warrants a member's suspension pending the Association's complaint review and investigation process; or
 - 3.6.2.9. Disciplinary Action taken resulting from the completion of the disciplinary process in regard to a formal written complaint; or
 - 3.6.2.10. Any other cause deemed reasonable by the Board.

3.7. Membership reinstatement

- 3.7.1. A former member, whose membership was cancelled under the authority of the Board of Directors, may apply to be reinstated upon completion of disciplinary requirements resulting from disciplinary action, payment of all outstanding Membership fees, dues, charges, costs and expenses, and upon compliance with the requirements of the appropriate Membership class, including completion of previous applicable CEC's and valid Standard First Aid and Level "C" CPR certification.
- 3.7.2. Reinstatement may not be granted for a Membership that was cancelled by the Association as a result of disciplinary action which included a clause that they shall be ineligible for reinstatement.
- 3.7.3. A former member, who voluntarily cancelled their membership may apply for membership reinstatement upon payment of all outstanding Membership fees, dues, charges, costs, and expenses, and upon compliance with the requirements of the appropriate Membership class, including completion of previous applicable CEC's and valid Standard First Aid and Level "C" CPR certification.

4. **Article 4 - Board of Directors**

- 4.1. The Board of Directors ("Board") is a governance Board that manages the affairs of the Association and shall elect to hire an Executive Director to administer the operations of the Association pursuant to the direction and supervision of the Board. The Board shall have a minimum of 3 Directors, and a maximum of 5 Directors.
- 4.2. The composition of the Board shall be as follows:
 - 4.2.1. President



- 4.2.1.1. Manage and supervise the operations and affairs of the Association to ensure business is conducted in accordance with the best interests of the Association; and
- 4.2.1.2. Call and Chair the Meetings of the Board and Membership; and
- 4.2.1.3. Public spokesperson for the Association, unless otherwise delegated by the President; and
- 4.2.1.4. With the Secretary, sign the Association's Resolutions and legal contracts; and
- 4.2.1.5. Act as an ex-officio member of all Standing Committees except the Appeals Committee, and the Disciplinary Committee; and
- 4.2.1.6. Such further and other duties as may be assigned by the Board from time-to-time.

4.2.2. Vice President

- 4.2.2.1. Assist with the management and supervision of the operations and affairs of the Association; and
- 4.2.2.2. In the absence of the President, call and Chair the Meetings of the Board and Membership, or delegate a Director to do so; and
- 4.2.2.3. In the absence of the President, act as public spokesperson for the Association, unless otherwise delegated by the President; and
- 4.2.2.4. Act as Interim President pending an election in the event of the resignation, incapacity, or termination of the President; and
- 4.2.2.5. In the event of the absence of the Secretary, record the Minutes of the Meetings, or delegate a Director to do so; and
- 4.2.2.6. Such further and other duties as may be assigned by the Board from time-to-time.

4.2.3. Secretary

- 4.2.3.1. Distribution of relevant materials prior to the Meetings; and
- 4.2.3.2. Accurately record and maintain the Minutes of all Meetings; and
- 4.2.3.3. With the President, sign the Association's Resolutions and legal contracts; and
- 4.2.3.4. Such further and other duties as may be assigned by the Board from time-to-time.

4.2.4. Treasurer

- 4.2.4.1. Keep a detailed account of revenues and expenditures of the Association in proper books of account; and
- 4.2.4.2. Review and provide recommendations regarding the Association's monthly financial records and reconciliation; and
- 4.2.4.3. Review and provide recommendations regarding the year end Audit of the financial transactions of the Association during each fiscal year; and
- 4.2.4.4. Present Audited Financial Statements detailing the financial position of the Association to the Membership at the Annual General Meeting; and
- 4.2.4.5. Such further and other duties as may be assigned by the Board from time-to-time.



4.2.5. Executive Director

- 4.2.5.1. A paid employee hired by the Board of Directors to oversee the day-to-day management and operations of the Association, as delegated by the Board; and
- 4.2.5.2. Ex-officio non-voting member of the Board; and
- 4.2.5.3. Ex-officio non-voting member of Standing Committees, by appointment of the Board.

4.3. Term

- 4.3.1. Each Director shall have a maximum term of 3 years ("Term"), or until an alternate successor is elected or appointed.
- 4.3.2. Directors may be elected or appointed to the Board for a maximum of 6 consecutive years, regardless of position. A Director may be re-elected or appointed to the Board subsequent to 2 consecutive Terms, or 6 consecutive years, only after an absence of 1 year from the Board.

4.4. Eligibility to Act as a Director

- 4.4.1. In order to be nominated, elected and act as a Director of the Association, the member must meet the following eligibility requirements:
 - 4.4.1.1. Hold a Registered Massage Therapist, Full Massage Therapist, Spa Therapist, Manual Osteopathic Therapist, or Member Emeritus Membership that is in good standing; and
 - 4.4.1.2. Will not result in the member holding more than one position on the Board; and
 - 4.4.1.3. Has not been convicted of an indictable offence pursuant to the *Criminal Code* (Canada) and is not presently charged with a sexual offence; and
 - 4.4.1.4. Is not a party to a consumer proposal or in bankruptcy pursuant to the *Bankruptcy Act* (Canada); and
 - 4.4.1.5. Will not conflict with the Election Cycle specified in Article 5.4.
- 4.4.2. In order to be nominated, and elected as President of the Association, the member must meet the additional following requirement:
 - 4.4.2.1. Must have served a minimum of 1 year as a member of the CMMOTA Board of Directors; or
 - 4.4.2.2. Must have prior board experience and has been a member of the Association in good standing for not less than 3 years; or
 - 4.4.2.3. Has been a member of the Association in good standing for not less than 5 years.

4.5. Powers and Duties of the Board of Directors

- 4.5.1. The powers and duties of the Board shall include:
 - 4.5.1.1. Management of the day-to-day operations of the Association; and
 - 4.5.1.2. Promotion and development of the Objects, Mandate and Vision of the Association; and
 - 4.5.1.3. Promotion and development of the Membership of the Association; and



- 4.5.1.4. Development and implementation of policies, rules and regulations for the operations of the Association; and
- 4.5.1.5. Maintain a Registry of members and oversee Membership requirements, including payment and collection of Membership fees; and
- 4.5.1.6. Prepare and file the Association's Annual filings and maintain the currency of the Association's information with the Alberta Corporate Registry; and
- 4.5.1.7. Coordinate and conduct an Annual General Meeting each calendar year; and
- 4.5.1.8. Acquire and take by purchase, donation or otherwise, all types of real estate and personal property, and may sell, exchange, mortgage, lease, let, improve, and develop it, and may erect and maintain any necessary buildings or structures; and
- 4.5.1.9. Management, protection and development of the Association's assets and property; and
- 4.5.1.10. Entering into contracts or retaining 3rd parties to affect the business of the organization; and
- 4.5.1.11. Development and implementation of the annual budget for the Association; and
- 4.5.1.12. Ensuring the annual audit of the Association's financial records; and
- 4.5.1.13. Maintain the currency of all tax filings and remittances; and
- 4.5.1.14. Payment of expenses, costs and liabilities associated with the operations of the Association; and
- 4.5.1.15. Purchase, lease or otherwise acquire, alienate, sell, exchange or dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings or property, moveable or immovable, real or personal, or any right or interest owned by the Association, for such consideration and upon such terms and conditions as they deem advisable; and
- 4.5.1.16. Wind-up or dissolution of the Association, subject to Article 7.7.; and
- 4.5.1.17. All such other acts and things as the Association is, by its constitution, authorized to do; and
- 4.5.1.18. Delegation of its powers and duties to the Executive Director, as may be appropriate.

4.6. Director and Officer Remuneration

- 4.6.1. Directors and Officers may receive remuneration for services provided in the course of fulfilling their duties and obligations, in accordance with the budgetary needs of the organization, such remuneration to be amended from time to time by the Board. Directors and Officers may be reimbursed for reasonable expenses incurred in performing their duties.

4.7. Board Meetings

- 4.7.1. The Board shall conduct regular Board Meetings no less than 6 times per Fiscal Year.
- 4.7.2. Upon a Board Meeting being called by the President, the Secretary shall provide 7 days' e-mail notice to the Board with the time, date and location of the meeting, such notice to be waived by unanimous consent of the Board.



Board Members may attend Board Meetings in person, via conference call or other video or electronic means.

- 4.7.3. Quorum shall be 50% of the elected Board Members. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 21 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.
- 4.7.4. Meetings of the Board of Directors shall be attended by the Executive Director and elected Board Members, although the Board may elect to invite members, guests or third parties to attend, from time to time.
- 4.7.5. The President shall act as Chair of the meeting and each Director, including the Chair, will be entitled to cast 1 vote per Motion, made through a show of hands, unless a Ballot is requested by 2 of the Directors. In the event of a tie vote, the Motion shall be deemed defeated. The Executive Director shall not be entitled to cast a vote. Unless otherwise specified in these Bylaws, Board matters will be determined by Ordinary Resolution.
- 4.7.6. In the absence of both the President and Vice President, the Directors present shall elect a chair from those in attendance to act as Chair for the meeting.

4.8. Board-Delegated Committees

- 4.8.1. The Board may designate and appoint committees, which may consist of a Director(s) and/or comprised of other members in good standing, to advise the Board on various matters or undertake various projects, as follows:
 - 4.8.1.1. Standing Committees: Formal, permanent, or long-standing, and
 - 4.8.1.2. Ad Hoc Committees: For a specific task or issue, aside from Standing Committees.
- 4.8.2. Director(s) may not be designated or appointed to the Appeals Committee or the Disciplinary Committee-

4.9. Pre-Determined Motions

- 4.9.1. In the event that the Board requires an Ordinary Resolution, a Pre-Determined Motion may be sent to each Director via e-mail, and such Pre-Determined Motion may be approved or rejected, exactly as written, by each Director casting a vote from the e-mail address it was sent to within the timeline prescribed in the e-mail, to be not less than 7 days from the date it was sent, unless in the event of an emergency, in which case it shall be not less than 2 days from the date it was sent.

4.10. Indemnity of Directors and Officers

- 4.10.1. The Directors and Officers of the Association shall always discharge their powers and duties in good faith with a view to advancing and preserving the best interests of the Association. Each Director shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.



4.10.2. The Directors and Officers elected to the Board of Directors shall be indemnified and shall not be liable, directly or indirectly, for any liabilities, expenses, claims, costs, act, deed, matter or thing, whatsoever done, made or permitted by a Director of the Association in the course of discharging his or her duties, unless such liabilities, expenses, claims or costs arise from the criminal acts, dishonesty or bad faith of a Director. To this end, the Association shall purchase Directors and Officers Errors and Omissions Insurance.

4.11. Resignation, Death, Incapacity or Removal of a Director

4.11.1. A Director may resign upon providing written notice to the Board, with the effective date of such resignation being the date it is approved by the Board.

4.11.2. A Director will be deemed to have resigned in the event of the Director's death or incapacity.

4.11.3. A Director or Officer may be removed for reasonable cause before the end of his or her Term at a Special Board Meeting called for this purpose. A Special Board Meeting may be called by any Director or Officer in the same manner as a Board Meeting, on no less than 7 days notice to all members of the Board, including the Director or Officer being removed. Such notice shall specify the removal of the Director or Officer, including the reason(s). The Special Board Meeting shall be conducted in the same manner as a Board Meeting, with the exception that quorum shall be 75% of the currently elected or appointed Directors and Officers, and a Special Board Resolution to remove a Director or Officer shall represent approval from 75% of the elected or appointed Directors and Officers, with the exception of the Director or Officer to be removed.

4.12. Board Vacancy

4.12.1. In the event of the resignation, incapacitation, or removal of a Director, the Board may, with mutual agreement between the Board and the appointee, appoint a member to fill the vacant position until such time as the next Annual General Meeting or the calling of a Special Meeting of the Membership to elect a replacement for the balance of the Term.

4.12.2. In the event that no nominee is provided by the membership of the Association for an open Director position, the Board may, with mutual agreement between the Board and the appointee, appoint a member to fill the vacant position until such time as the next Annual General Meeting, or the calling of a Special Meeting of the Membership to elect a nominee for the balance of the Term.

4.12.3. Any member appointed by the Board to serve as a Director must meet the requirements set out in Bylaw Sections 4.3. and 4.4.

5. Article 5 – Membership Meetings

5.1. Special Resolutions

5.1.1. Special Resolutions shall only be passed at Annual General Meetings or Special Meetings of the Membership. Motions that require a Special Resolution are to be provided to the Membership 21 days prior to the Meeting and shall be



determined by the approval of at least 75% of the Members present and eligible to vote at the Meeting.

- 5.1.2. All Special Resolutions will be filed with the Alberta Corporate Registry within a reasonable period of time from when they are passed.
- 5.1.3. A Special Resolution shall be required regarding any motion involving the following matters:
 - 5.1.3.1. Changing the Objects; or
 - 5.1.3.2. Amendment of the Bylaws; or
 - 5.1.3.3. Providing security for liabilities or debts; or
 - 5.1.3.4. Borrowing or securing the payment of funds; or
 - 5.1.3.5. Issuing Debentures; or
 - 5.1.3.6. Surrendering the Certificate of Incorporation; or
 - 5.1.3.7. Wind-up or dissolution.

5.2. Special Meetings of the Membership

- 5.2.1. A Special Meeting of the Membership may be called to address specific urgent issues that require consultation with the Membership prior to the next Annual General Meeting. A Special Meeting of the Membership may be called by:
 - 5.2.1.1. Written request setting forth the reasons for the Meeting, endorsed by more than one-third (1/3) of the members in good standing, or
 - 5.2.1.2. Ordinary Resolution of the Board of Directors.
- 5.2.2. Upon meeting the requirements for a Special Meeting, a Special Meeting of the Membership shall be called by providing no less than 21 days' written notice to the Membership, which may be sent via e-mail or electronic means. Such notice shall include:
 - 5.2.2.1. Date, time, and location of the Meeting; and
 - 5.2.2.2. Notice of any Special Resolutions; and
 - 5.2.2.3. Any other document that may be relevant to the conduct of the Meeting.
 - 5.2.2.4. Quorum of a Special Meeting shall be reached if 15 members, in good standing, are present at the Meeting. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 30 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.
- 5.2.3. A Special Meeting of the Membership may be held in-person, or via conference call, or via video call, or other electronic means, or using a combination of these methods of attendance as may be facilitated by the Board of Directors at their discretion.

5.3. Annual General Meeting

- 5.3.1. An Annual General Meeting of the Membership shall be held no later than July 31st of each year.



- 5.3.1.1. An Annual General Meeting of the Membership may be held in-person, or via conference call, or via video call, or other electronic means, or using a combination of these methods of attendance as may be facilitated by the Board of Directors at their discretion.
- 5.3.2. 60 days prior to the Annual General Meeting, written notification of all Board vacancies and the Association's nomination form will be circulated to the Membership and the Membership shall have 30 days for the submission of nominations, including the nominee's resume and biographical information. Nominees for positions to which there is no competing Nominee will be declared the successful Nominee for the position.
- 5.3.3. Notice for the Annual General Meeting shall be emailed to the last known e-mail address of each member at least 21 days prior to the date of the Annual General Meeting. The notice shall include the following information:
 - 5.3.3.1. Agenda; and
 - 5.3.3.2. Audited Financial Statements from the prior Fiscal Year; and
 - 5.3.3.3. List of nominees for the Directors and positions on the Board, including their biographical information and resumes; and
 - 5.3.3.4. Minutes from the previous year's Annual General Meeting and any Special Meetings of the Membership since the previous Annual General Meeting; and
 - 5.3.3.5. Notice of any Special Resolutions; and
 - 5.3.3.6. Any other documents that may be relevant to the conduct of the Annual General Meeting.

5.4. Election Cycle

- 5.4.1. One (1) Director will be elected commencing in 2020, and every three (3) years thereafter; and
- 5.4.2. The President and Vice President of the Board will be elected commencing in 2021, and every three (3) years thereafter; and
- 5.4.3. The Secretary and Treasurer of the Board will be elected commencing in 2022, and every three (3) years thereafter.

5.5. Quorum

- 5.5.1. Quorum of an Annual General Meeting shall be reached if 15 members, in good standing, are present at the Meeting. If quorum is not reached within one-half hour from the set meeting time, the meeting shall be adjourned to the same or an alternate place and time that is within 30 days. If on the alternate date, within one-half hour from the set meeting time, the quorum is not reached, the members in good standing who are present shall be entitled to vote and shall be deemed to be a quorum for the purpose of transacting any business that may be required.

5.6. Voting at the Annual General Meeting and Special Meetings of the Membership

- 5.6.1. Each member in good standing as of the date of the Meeting is entitled to 1 vote in accordance with the voting ability of the member's Membership Class. Dual Professional Membership holders shall only be entitled to 1 vote.



5.6.2. Voting at the Meeting shall be conducted in the following manner:

5.6.2.1. For those present at the Meeting:

5.6.2.1.1. Show of Hands, or

5.6.2.1.2. Written Ballot; or

5.6.2.1.2.1. Written Ballots shall be counted by 3 members, who are not electoral nominees, appointed by Motion of the Board before the Annual General Meeting. Upon the 3 members reaching consensus regarding the vote count, the results will be provided to the Chair who will announce them to the Meeting.

5.6.2.1.3. Electronic Ballot.

5.6.2.1.3.1. Electronic Ballots shall be tabulated by the electronic system provider, who shall provide the results to the Chair who will announce them to the meeting.

5.6.2.2. For those not present at the Meeting:

5.6.2.2.1. No form of voting will be accepted.

5.6.3. Motions that require a Special Resolution shall be determined by the approval of at least 75% of the members present and able to vote at the Meeting. All other motions shall be determined by the approval of more than 50% of the members present and able to vote at the Meeting. A tie-vote shall be deemed a defeated motion. If in relation to the election of a Director, a tie-vote shall require the recasting of votes by all present at the Meeting until such tie is broken.

6. Article 6 – Financial Management

6.1. Fiscal Year End

6.1.1. The fiscal year end of the Association shall be December 31st of each year, unless otherwise amended by the Board.

6.2. Annual Audit of Financial Records

6.2.1. A financial Audit of the Association's financial records, books and accounts will be conducted on an annual basis by an independent Accountant with a professional designation and license.

6.3. Borrowing Powers

6.3.1. For the purpose of carrying out its objects, the Association may borrow, raise or secure the payment of money in any manner it deems fit. The Association may issue debentures to borrow monies only by Special Resolution at a Meeting of the Membership of the Association.

6.4. Financial Records



- 6.4.1. All Financial Records of the Association shall be maintained at the Registered and Records Office of the Association, the address of which shall be kept updated with the Alberta Corporate Registry.

7. Article 7 - Administration

7.1. Cheques

- 7.1.1. Two signatures are required on all cheques drawn against the accounts of the Association. Cheques may be signed by Directors of the Board, the Executive Director, and the Financial Officer.
- 7.1.2. A Director of the Board, the Executive Director, or the Financial Officer may not provide a signature for their own remuneration.

7.2. Collection of Dues

- 7.2.1. The Association reserves the right to initiate collection proceedings regarding any outstanding Membership fees, dues, costs, or expenses payable to the Association. The Association shall also be at liberty to levy administrative fees on any overdue amount, in accordance with the Current Fee Schedule of the Association.

7.3. Notice

- 7.3.1. The Association maintains a Registered and Records Office in Alberta, and the address of the Association will remain current with the Alberta Corporate Registry for the purpose of effecting service on the Association pursuant to these Bylaws. The Association will affect service pursuant to these Bylaws at the member's most recent e-mail or postal address.

7.4. Inspection of Records

- 7.4.1. The Member Register, financial records, books, and accounts, as well as the Association's Alberta Corporate Registry documents and Minutes of all Meetings of the Directors and members, will be maintained at the Registered & Records Office of the Association.
- 7.4.2. A member, in good standing, may inspect the books, records and documents of the Association at the Registered and Records Office, upon reasonable notice during regular business hours.

7.5. Seal

- 7.5.1. The Board may adopt a Seal of the Association.
- 7.5.2. Custody and control of the Seal shall be maintained at the Registered and Records Office and shall only be used by the Board, the Executive Director, or those duly authorized by motion of the Board.

7.6. Amendment of the Bylaws

- 7.6.1. A current copy of the Bylaws are posted on the Association's website.



- 7.6.2. These Bylaws may be rescinded, altered, or added to by Special Resolution at a Meeting of the Membership.
- 7.6.3. The rescinded, altered or amended Bylaws shall be effective as of the date they are approved by Special Resolution and registered with Alberta Corporate Registries.

7.7. Wind-Up or Dissolution of the Association

- 7.7.1. Upon 60 days' notice to the Membership at the last e-mail address or postal address provided by each member to the Association, the Association may be dissolved by Special Resolution at a Special Meeting of the Membership.
- 7.7.2. In the event of dissolution, the Association will not pay any dividends or distribute any property to any of the members. Pursuant to s. 248(1) of the *Income Tax Act* (Canada), a Special Resolution will be passed at a Special Meeting of Membership that will designate a non-profit organization, with objects similar to those of the Association, that will receive any funds or assets remaining after the payment of all debts and liabilities of the Association.
- 7.7.3.



CANADIAN MASSAGE & MANUAL OSTEOPATHIC THERAPISTS ASSOCIATION

Code of Ethics

For Massage & Manual Osteopathic Therapists

First Edition Adopted May 14, 2019

Revised September 18, 2021



CMMOTA MEMBER GUIDELINES

- Each member of our Association will respect and protect patient dignity and safety.
- Each member will respect and protect the dignity of their therapy through their actions and professional conduct.
- Each member will respect the client's right to privacy and confidentiality.
- Each member will provide competent, safe care to all clients.
- Each member will act with integrity and honesty in all situations.
- Our members will not misrepresent their knowledge or abilities. They will refer clients with conditions beyond their knowledge and abilities accordingly as part of their commitment to professional conduct.
- Each member will continue to study and advance their knowledge, competence, and effectiveness.
- Our members will not slander or belittle another therapist or any other healthcare professional.



Code of Ethics Definition:

A Code of Ethics is a statement that expresses the primary ethical values, obligations, and goals of the professions. It is a commitment, which serves to bear witness to our promise to uphold the values and ethical obligations expressed in the Code.

Purpose of Code of Ethics:

A Code of Ethics gives definition to our commitment to practice in ethical terms. As health professionals, we have made a promise to society to accept the responsibility and maintain the trust with which we have been invested.

Intention of Code of Ethics:

It lays out clearly the Massage and Manual Osteopathic Therapy profession's values and explains what they are in terms of what we ought to do in order to protect and promote the public good, and what we must avoid doing in order to prevent harm to the public.

To whom does this Code apply?

Massage Therapists and Manual Osteopathic Therapists who are members of CMMOTA and act as practitioners, educators, researchers, administrators or policy makers are all expected to maintain a commitment to Massage Therapy values and Manual Osteopathic philosophies respectively and to follow the principles outlined in this Code.

CMMOTA's Mission:

"We are dedicated to our members and recognize each other as Massage & Manual Osteopathic Therapy Professionals."

CMMOTA protects and serves the public by guaranteeing the competency and quality of services provided by Massage & Manual Osteopathic Therapists through maintenance of Standards and Regulations.

We will operate in a manner which encourages innovation, and which elicits a sense of pride in the job and commitment to results through the Associations board. We will dedicate ourselves to improving our performance through focusing on group and individual goal setting, effective performance measurement and regular feedback. We will be guided in all that we do by our primary focus - to protect the public."

What is Massage Therapy?

The examination and treatment of soft tissue and joints of the body and prevention of physical dysfunction through soft tissue manipulation and use of massage techniques, therapeutic exercise and thermal applications approved or specified in the Inter-Jurisdictional Practice Competencies and Performance Indicators for Massage Therapists at Entry-to-Practice (September 2016) document, with the intention of improving and restoring the body back to health.



What is Manual Osteopathic Therapy?

The examination and treatment of the client as a whole without the use of therapeutic devices. The Manual Osteopathic Therapists uses practices competencies outlined in the World Health Organization Benchmark for Training in Osteopathic Manipulative Treatment, with the intention of improving and restoring the body back to health.

What is the Scope of Practice for Massage Therapy?

For a detailed overview of Scope of Practice, please refer to the CMMOTA Scope of Practice for Massage Therapists and Standards of Practice for Massage Therapists Documents.

Simplified, this scope has three parts:

- 1) **What:** Assessment and treatment of soft tissue and joints
- 2) **How:** Manipulation of soft tissues and joints in combination of massage techniques, therapeutic exercise, and thermal applications.
- 3) **Why:** To develop, maintain or augment physical function or relieve pain

What is the Scope of Practice for Manual Osteopathic Therapy?

For a detailed overview of Scope of Practice, please refer to the CMMOTA Scope of Practice for Manual Osteopathic Therapists and Standards of Practice for Manual Osteopathic Therapists Documents.

Simplified, the Scope of Practice encompasses:

- 1) **What:** Assessment and treatment of the client as a whole with Manual Osteopathic Principles.
- 2) **How:** Manual Intervention as outlined in the WHO Benchmark for Training in Osteopathic Manipulative Treatment
- 3) **Why:** To develop, maintain and augment balance and reverse mechanical disruptions to the body

5 General Principles to guide the Practice of Massage Therapy and Manual Osteopathic Practice

Principle I - Respect for Persons

Principle II - Responsible Caring

Principle III - Integrity in Relationships

Principle IV - Responsibility to Society

Principle V- Commitment to Confidentiality

Principle I - Respect for Persons

Meaning:

To value the dignity and worth of all persons regardless of age, race, culture, creed, sexual identity, gender, ability and/or health status



Application: Client autonomy is demonstrated by:

- a) Ensuring that clients are as fully involved as possible in the planning and implementation of their own health care
- b) Providing complete and accurate information in a sensitive and timely fashion to enable clients, or when necessary, a client's substitute decision maker, to make informed choices
- c) Listening to and respecting a client's values, opinions, needs, and cultural beliefs
- d) Encouraging and being responsive to a client's choice to accept, augment, modify, refuse, or terminate treatment
- e) Being informed about moral and legal rights of a client
- f) Advocating for and supporting a client in exercising his/her moral and legal rights

Principle II - Responsible Caring

Meaning: Providing sensitive, compassionate, and empathetic treatments.

Application: Responsible care of a client is demonstrated by:

- a) Listening to and respecting the client's values, opinions, needs, and cultural beliefs
- b) Promoting the client's best interest and well-being, through the highest possible standard of professional practice
- c) Seeking assistance when conflicts arise between the value systems of the practitioner and the client
- d) Recognizing and referring the client to other health care providers when it is in the client's best interest to do so
- e) Being alert to and reporting, as required, any unethical practice by any member of the regulated health professions
- f) Approaching and co-operating with substitute decision makers in assessing the client's wishes and best interests in the event of incapacity
- g) Protecting the client's physical and emotional privacy
- h) Collecting only that information which is relevant to the provision of health care

Principle III - Integrity in Relationships

Meaning: To practice with integrity, honesty, and diligence in our professional relationships with our clients, professional colleagues, our society and ourselves

Application: Commitments to clients are demonstrated by:

- a) Ensuring that we always act in our client's best interest
- b) Informing the client about health care services available to support them



- c) Referring to other health care providers as necessary and appropriately
- d) Obtaining assistance when value conflicts arise which threaten to impede client autonomy
- e) Providing client-centered health care which includes the following:
 - I) Explaining to the client and advocating for his/her right to receive information about, and take control of his/her health care
 - II) Providing information about the proposed treatment, alternative courses of action, the material effects, risks and side effects in each case and the consequences of not having the treatment
 - III) Assisting the client to comprehend information
 - IV) Responding to questions about our client's health care/treatment

Commitments to Self are demonstrated by:

- a) Being pro-actively committed to our own health and personal and professional development
- b) Being competent, conscientious, and empathetic practitioners
- c) Being aware of our personal values and being able to identify when value conflicts interfere with client care

Principle IV - Responsibility to Society

Meaning: To be accountable to society and conduct ourselves in a manner that fosters and promotes high ethical standards

Application: Ethical practice is demonstrated by:

- a) Pursuing continued career-long, professional learning
- b) Advocating for and supporting a client's ethical and moral rights
- c) Participating in the promotion of the respective professions through advocacy, research, and maintenance of the highest possible standards of practice
- d) Being committed to promoting the welfare and well-being of all persons in society
- e) Committing to continuous improvement and implementation of practice standards
- f) Collaborating with members of the other health professions to meet the health needs of the public
- g) Continuing to develop ways to clarify professional accountability to society

Principle V – Commitment to Confidentiality

Meaning: Practitioners shall safeguard the confidentiality of all client information, unless disclosure is requested by the client in writing, is medically necessary, required by law or necessary for the protection of the public



Application: Protection of privacy demonstrated by:

- a) Respecting client information, both written and verbal
- b) Ensuring whatever is shared within a session is intended to stay there. A client's confidentiality assures that conversations occurring during a session are only shared with others if it does not violate the client's privacy rights and is for a medical or legal purpose
- c) Safeguarding the client's right to privacy and confidentiality by holding all personal and health information in confidence unless otherwise required by law
- d) Proper storage and securing of client files through the use of a locked or inaccessible room or cabinet



CMMOTA Massage & Manual Osteopathic Therapist Pledge

I commit my knowledge, skills, and intention to serve the best interests of my clients and to facilitate their health and wellbeing.

My practice of client care will be conducted with respect, dignity, and compassion.

I will engage in respectful collegial relationships with members of my own profession and other health care professions.

I will value the trust that society has vested in me as a health care practitioner by being accountable, ethical and responsible.

I make this pledge with integrity and of my own free will.



CMMOTA FEE SCHEDULE

2024 New Student Massage Therapist Membership Fees – Complimentary – No Cost (Insurance coverage optional for an additional charge)

2024 New Student Manual Osteopathic Membership Fees – Complimentary – No Cost (Insurance coverage optional for an additional charge)

2024 New Associate Massage Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$135
- Pro-rated Join Apr – Jun - \$101.25 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$67.50 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$33.75 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$33.75 + \$135 = \$168.75

2024 New Full Massage Therapist or Registered Massage Therapist or Spa Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$305
- Pro-rated Join Apr – Jun - \$228.75 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$152.50 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$76.25 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$76.25 + \$305 = \$381.25

2024 New Full Manual Osteopathic Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$460
- Pro-rated Join Apr – Jun - \$345 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$230 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$115 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$115 + \$460 = \$575

2024 New Full Massage Therapist or Registered Massage Therapist or Spa Therapist Membership & Full Manual Osteopathic Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$655
- Pro-rated Join Apr – Jun - \$491.25 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$327.50 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$163.75 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$163.75 + \$655 = \$818.75

2024 New Associate Massage Therapist & Full Manual Osteopathic Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$485
- Pro-rated Join Apr – Jun - \$363.75 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$242.50 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$121.25 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$121.25 + \$485 = \$606.25

2024 New Inactive Massage Therapist or Manual Osteopathic Therapist Membership Fees (these fees do not include professional liability insurance)

- Full Year Jan-Dec - \$125



- Pro-rated Join Apr – Jun - \$93.75 (for remainder of the year)
- Pro-rated Join Jul – Sept - \$62.50 (for remainder of the year)
- Pro-rated Join Oct-Dec - \$31.25 (for the remainder of the year) *Fees for the following year must be paid at the same time - \$31.25 + \$125 = \$156.25

2024 Membership Renewal Fees (include cost of base professional liability insurance)

Membership Type – Cost (Membership Fee + Insurance Fee)

- **Membership Type – Cost (Membership fee + insurance fee)**
- **Student Massage Therapist with Optional Insurance – \$112 (\$0 + \$112)**
- **Student Manual Osteopathic Therapist with Optional Insurance \$430 (\$0 + \$430)**
- **Associate Massage Therapist \$247 (\$135 + \$112)**
- **Full Massage Therapist or Registered Massage Therapist or Spa Therapist \$417 (\$305 + \$112)**
- **Full Manual Osteopathic Therapist \$890 (\$460 + \$430)**
- **Full Massage Therapist or Registered Massage Therapist or Spa Therapist & Full Manual Osteopathic Therapist \$1067 (\$655 + \$412)**
- **Associate Massage Therapist & Full Manual Osteopathic Therapist \$897 (\$485 + \$412)**
- **Inactive Massage Therapist or Inactive Manual Osteopathic Therapist \$125 (\$125 + \$0)**

Emeritus Membership Fee

- \$400 – this is a one-time fee for entrance into this membership class

Membership Reactivation Fee - \$150

- Implemented if proper notice has not been submitted to cancel membership.

Administration Fee to Process Renewal Past the Deadline of Dec. 31 - \$150

Membership Certificate Replacement Fee

- Member Number Change – FREE
- Member Name Change/Certificate Replacement - \$35
- Second Membership Certificate Fee - \$35

Membership Certificate Seal Replacement Fee - \$10

- Replacement seals are year specific, and not available prior to 2019

IN-LIEU AGM ABSENCE FEE

- Absent for one (1) consecutive 3-year cycle - \$250
- Absent for two (2) consecutive 3-year cycles - \$500
- Absent for three (3) or more consecutive 3-year cycles - \$750

Disciplinary Hearing Panel Fee - \$1000

Complaints Appeal Fee - \$1000

Course Developer Continuing Education Course Evaluation Fee

- Members – \$35
- Non-Members - \$70

Trade Show Vendor Registration - \$150 (includes 1 table with power access)

Career or Continuing Education Course Advertising

- This includes a posting on the CMMOTA website, and monthly posting to our public Facebook



page and public Linked In page.

- **Members - \$20/Month, or \$100/6 Months, or \$200/12 Months**
- **Non-Members - \$40/Month, or \$200/6 Months, or \$400/12 Months**

Annual Mail Out Advertising

- **\$0.65/page – double sided, single page inserts printed by us in color**
- **\$0.55/page – double sided, single page inserts printed by us in black and white**
- **\$0.38/page – double sided, single page inserts mailed to us**

Knead to Know Membership Newsletter Advertising

- **Graphic Ads (image provided by advertiser with minimum 300 DPI)**
 - **Page 1 Banner Ad - \$100/month or \$500/6 months - (19cm x 4cm [or 2242 pixels wide x 472 pixels high]) DPI 300**
 - **Page 2-12+**
 - **Business Card Size - \$25/month or \$125/6 months (9 cm wide X 5 cm height) [1121 pixels wide x 590 pixels high] DPI 300**
 - **¼ Page - \$50/month or \$250/6 months (9 cm wide X 9.75 cm height) [1121 pixels wide x 1151 pixels high] DPI 300**
 - **½ Page - \$100/month or \$500/6 months (Horizontal 19 cm wide X 9.75 cm height [or 2242 pixels wide x 1151 pixels high] or Vertical 9 cm wide x 19.5 cm height [1121 pixels wide x 2301 pixels high] DPI 300**
 - **Full Page - \$200/month or \$1000/6 months (19 cm wide x 19.5 cm height [2242 pixels wide x 2301 pixels high] DPI 300**
- **Classified Section (words only) - \$0.04 per character – spaces do not add to character count.**

Manual Osteopathic School Approval System

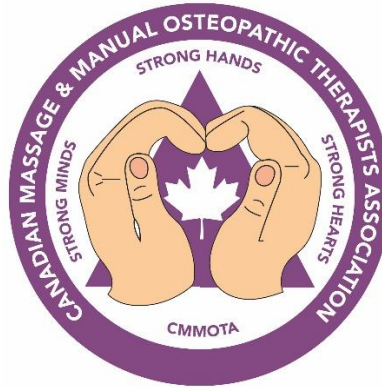
- **Application Fee - Review, feedback, and approval process including virtual site visit(s) - \$5000 due at time of application submission.**
- **If Application is unsuccessful; submission of new revised evidence and materials review within 1 year of completion of prior review - \$2500**
- **In Person Site Visit 1 Year (mandatory) – this occurs 12-15 months after initial approval - \$3000 due at time of in person site visit booking. In the event that a school has more than one campus, additional campus visits come at a cost of \$2500 each.**
- **In Person Site Visit 5 Year Renewal (mandatory) – this visit occurs during the first 6 months of the 5th anniversary of the last in person site visit and is required to maintain accreditation through CMMOTA - \$3000 due at time of in person site visit booking. In the event that a school has more than one campus, additional campus visits come at a cost of \$2500 each.**

2024 DUSYK & BARLOW Insurance Rates

- **BASIC RMT INSURANCE PREMIUM - \$112**
 - **BASIC MOT INSURANCE PREMIUM - \$430**
 - **COMBINED BASIC RMT/ MOT INSURANCE PREMIUM - \$412**
 - **ADDITIONAL YOGA & KI-HARA STRETCHING PREMIUM - \$100**
 - **ADDITIONAL CERTIFIED ATHLETIC/SPORTS THERAPIST PREMIUM - \$100**
 - **ADDITIONAL FIRE CUPPING PREMIUM - \$150**
 - **ADDITIONAL ONCOLOGY PREMIUM - \$50**
 - **ADDITIONAL SHIATSU PREMIUM - \$100**
 - **ADDITIONAL SPORT MASSAGE PREMIUM - \$100**
 - **ADDITIONAL WATSU WATER THERAPY PREMIUM - \$100**
- *All rates plus PST where applicable***



Effective March 6, 2024



CANADIAN MASSAGE & MANUAL OSTEOPATHIC THERAPISTS ASSOCIATION

Scope of Practice

For Manual Osteopathic Therapists

Authorized Activities within Professional Practice

Updated January 16, 2023



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PREFACE

Definition

A scope of practice highlights the professional activities permissible by respective legislation and/or education skills and training certifications. It provides an external boundary within which graduates of the profession work.

Introduction

This Scope of Practice document is developed for Manual Osteopathic Therapists with the core level of training and certification. It is to be used in conjunction with "The Standards of Practice for Manual Osteopathic Therapists" and "Code of Ethics for Massage and Manual Osteopathic Therapists" for quality assurance in Manual Osteopathic Therapists practice. The authors of this document recognize the overlapping roles between Manual Osteopathic Therapists and other Alternative Health Practitioners and therefore have included a list of activities **restricted** under the Alberta Health Professions Act (2000).

Purpose

As of 2022, Manual Osteopathic Therapy is not regulated in any province in Canada. Manual Osteopathic Therapists are self-governed under professional associations. The Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA) has thereby adopted this document as a guideline for all its members registered as Manual Osteopathic Therapists.

The World Health Organization Benchmark for Training in Osteopathy provides background for the development of this document and is referenced when applicable to Canadian jurisdictions.

The purpose of this Scope of Practice document is to:

Provide a summary of authorized professional activities for CMMOTA members and other Manual Osteopathic Therapists without governing bodies;

Provide new and prospective graduates of Manual Osteopathic Therapy entry-to-practice margins;

Provide existing Manual Osteopathic Therapists professional indicators to maintain;

Provide the general public a yard stick to measure their service;

Provide CMMOTA a parameter by which to initiate a complaints investigation process and implement a disciplinary action where applicable.

Acknowledgements

Special thanks to the World Health Organization for publication of their 2010 Benchmark for Training in Osteopathy that is referred to world-wide by professional organizations like ours.

Liability Statement

In addition to this document, Manual Osteopathic Therapists are accountable to all applicable pieces of federal, provincial, and municipal legislation, the Association's Bylaws,



Policies and Procedures, Standards of Practice for Manual Osteopathic Therapists and Code of Ethics for Massage & Manual Osteopathic Therapists documents.



GLOSSARY

Client: The person receiving a Manual Osteopathic Treatment from a qualified Manual Osteopathic Therapist.

Manual Osteopathic Therapist: Non-physician trained personnel that attended a licensed institution that meets the Type I or Type II Benchmark for Training in Manual Osteopathic Treatment. The Manual Osteopathic Therapist is also referred to as the Osteopathic Manual Therapist, Osteopathic Manual Practitioner and Manual Osteopathic Practitioner.

Manual Osteopathic Treatment: This is the therapeutic intervention provided by a qualified Manual Osteopathic Therapist or Student Manual Osteopathic Therapist.¹ Where the World Health Organization Benchmarks for training in Osteopathy refers to Osteopathic Manipulative Treatment, we have revised the wording to Manual Osteopathic Therapy or Treatment in order to comply with Canadian Legislation

Restricted Activity: An action that is legally impermissible and/or unethical and/or immoral for the Manual Osteopathic Therapist to perform on a client; and/or unauthorized due to inadequate training/skills/education and certification.²

Scope: Entry-level activity the Manual Osteopathic Therapist is trained and certified to competently perform.³



1. Client Interaction

Scope

The Manual Osteopathic Therapist:

- Communicates professionally with the client
- Applies principles of beneficence and non-maleficence when working with clients
- Respects the client's right to refuse treatment
- Treats all clients fairly and impartially
- Maintains privacy and confidentiality of client information
- Provides the client with all the options pertaining to the treatment session, including the potential benefits and side effects
- Invites the client to attend treatment sessions
- Creates a safe environment for the client to fully disclose their health history
- Seeks informed consent from the client before performing any activity within this scope of practice document
- Seeks written informed consent for treatment of any sensitive areas (as defined in the CMMOTA *Treatment of Sensitive Areas Policy*) before performing any activity within this scope of practice document
- When required by law reports to relevant authority, or encourages reporting, when there is evidence and admission of abuse on a client
- Reasonably charges the client for services rendered
- Retains the right to refuse to provide treatment if safety of the client and/or the therapist is perceived to be compromised
- Discloses to the client their level of training/certification and licensure/registration
- Regarding Animals in Clinic Space - follows guidelines as set out by Alberta Health Services <https://www.albertahealthservices.ca/assets/healthinfo/ipc/if-hp-ipc-animals-hcf.pdf>

Restricted Activities

The Manual Osteopathic Therapist shall not:

1. Refer to themselves as a D.O, Doctor of Osteopathy, Osteopath, Manual Osteopath, Osteopath Practitioner or any other protected title under any Canadian Health Professions Act or other applicable Canadian Federal or Provincial Legislation;
2. Encourage, initiate or maintain a sexually intimate relationship with an existing client, except when legally married or in a common law relationship;
3. Encourage, initiate or maintain a sexually intimate relationship with a former client within a twelve (12) month period following the ending of the therapeutic relationship;
4. Encourage, initiate or maintain behavior of non-therapeutic nature;
5. Misrepresent their qualifications to members of the public.



2. Technical Skills

Scope

The Manual Osteopathic Therapist:

- Performs full body physical examinations, assessments and re-evaluations on clients as per the Standards of Practice for Manual Osteopathic Therapists document⁴
- Partners with the client to develop an appropriate Manual Osteopathic Therapy Treatment Plan
- Implements treatment techniques as outlined in the Standards of Practice for Manual Osteopathic Therapists Document⁴ and the WHO Benchmark for Training in Osteopathy¹ and *Appendix 34: Modalities for Manual Osteopathic Therapists*
- Effectively manages time in the workplace
- Reads diagnostic reports
- Provides a progress report when requested
- Refers the client out to more experienced professionals when the complexity of the client care exceeds their expertise or when there is a high risk of a negative outcome in response to a therapeutic intervention or whenever is suitable⁴

Restricted Activities

The Manual Osteopathic Therapist shall not:

1. Perform any activity restricted in any Canadian Health Professions Act or other applicable Canadian Federal or Provincial legislation
2. Perform treatment on a client without seeking and obtaining informed consent
3. Perform treatment on a sensitive area on a client without seeking and obtaining informed written consent
4. Perform a therapeutic intervention to intentionally harm the client
5. Perform High Velocity Low Amplitude Thrusts on a client
6. Diagnose a condition presented by a client
7. Issue a requisition to a client for a diagnostic test
8. Perform a technique on a client without having the skill, education, training and certification
9. Puncture the dermis of the client in the course of treatment
10. Perform intra-anal, intra-penile and/or intra-vaginal treatments on a client



3. Research

Scope

The Manual Osteopathic Therapist:

- Performs research activities limited to the Standards of Practice for Manual Osteopathic Therapists, Code of Ethics for Massage & Manual Osteopathic Therapists and Scope of Practice for Manual Osteopathic Therapists Documents
- Employs ethical, morally sound and lawful methods of recruiting participants
- Seeks and obtains written informed consent from every participant in the study
- Accurately reports/documents the findings and any other data relevant to the research
- Avoids plagiarism
- Cites referenced sources accurately and comprehensively

Restricted Activities

The Manual Osteopathic Therapists shall not undertake any unethical and/or illegal research methods.



4. Teaching and Mentorship

Scope

The Manual Osteopathic Therapist:

- Educates when they show evidence of competence in Manual Osteopathic Therapy.
- As an Educator meets the Educator requirements as listed by the relevant employment organization and in absence of that, the Provincial Ministry of Private Vocational Training/ Advanced Education Department
- Mentor's other manual osteopathic therapists within the boundaries of the Standards of Practice for Manual Osteopathic Therapists, Code of Ethics for Massage & Manual Osteopathic Therapists and Scope of Practice for Manual Osteopathic Therapists documents.
- Shall only teach modalities and techniques that are within scope for Manual Osteopathic Therapists, unless the Manual Osteopathic Therapist has adequate certification through an association that governs the out-of-scope modality that is being taught.
- Outside of those enrolled as students of manual osteopathic therapy or those who are already registered as a Manual Osteopathic Therapist, shall only teach manual osteopathic modalities and techniques that fall within the scope of practice for the professional designation of the trainee.

Restricted Activities

The Manual Osteopathic Therapist:

- Shall not teach and/or mentor student therapists in activities outside of their training, qualifications, skills, and certifications.
- Shall not teach modalities and techniques to Manual Osteopathic Therapists or those training to become Manual Osteopathic Therapists that are not within scope for the profession unless the course material content and course advertising clearly state that the modalities and techniques being taught are out of scope for Manual Osteopathic Therapists.
- Shall not teach manual osteopathic modalities and techniques to a trainee that fall outside of the scope of practice of a professional designation of the trainee unless such training is provided as part of a recognized manual osteopathic training program.



5. Leadership and Resource Management

Scope

The Manual Osteopathic Therapist:

- Performs cost-benefit analyses of their health care business and service to clients
- Applies quality assurance and quality control measures in the provision of services to the client including but not limited to therapeutic interventions and administrative tasks
- Monitors resource provision to clients
- Fairly allocates resources such as time, finances and intellectual wealth to clients and staff
- Prioritizes and budgets for task completion

Restricted Activities

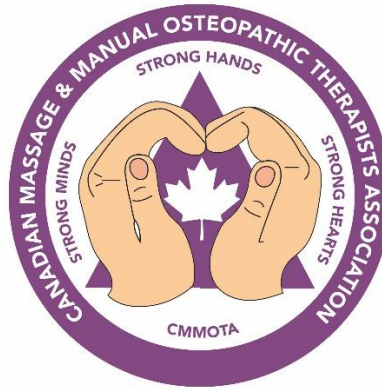
The Manual Osteopathic Therapist shall not:

1. Fail to comply with any Provincial and Federal Government legislations, Human Rights Commissions and Labor laws in regards to health and safety and employment standards;
2. Fail to provide a workplace free of verbal or conduct harassment or discrimination due to disability, sexual orientation, gender, race, religion, country of origin, ethnic descent, family, appearance, color, age, criminal history, medical history, marital status etc.



REFERENCES

1. World Health Organization. 2010. Benchmark for Training in Osteopathy. Benchmark for Training in Traditional/Complementary and Alternative Medicine.
2. Alberta Queen's Printer. 2000. Province of Alberta, Health Professions Act. Revised Statutes of Alberta (Chapter H-7).
3. College of Registered Nurses of Manitoba and College of Registered Psychiatric Nurses of Manitoba. 2010. Understanding Scope of Practice for Licensed Practical Nurses Registered Nurses Registered Psychiatric Nurses in the Province of Manitoba.
4. Canadian Massage and Manual Osteopathic Therapists Association. 2019. Standards of Practice for Manual Osteopathic Therapists, First Edition.



CANADIAN MASSAGE & MANUAL OSTEOPATHIC THERAPISTS ASSOCIATION

Scope of Practice

For Massage Therapists and/or Spa Therapists

Authorized Activities within Professional Practice
Updated January 16, 2023



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PREFACE

Definition

A scope of practice highlights the professional activities permissible by respective legislation and/or education skills and training certifications. It provides an external boundary within which graduates of the profession work.

Introduction

This Scope of Practice document is developed for Massage Therapists with the basic level of training and certification. It is to be used in conjunction with Standards of Practice and Code of Ethics for quality assurance in the practice of Massage Therapy. The authors of this document recognize the overlapping roles between Massage Therapists or Spa Therapists and other Alternative Health Practitioners and therefore have included a list of activities **restricted** under the Alberta Health Professions Act (2000).

A scope of practice statement creates public awareness in the choice of a suitable health care provider for their health care needs. It also assists Massage Therapists or Spa Therapists to distinguish between modalities that lie within their scope of practice and those which do not.

This document does not apply to Registered Massage Therapists (RMT), whose Scope of Practice is established and governed by their respective legislated professional College within a regulated Province or Territory of Canada.

Purpose

The purpose of this Scope of Practice document is to:

Provide a summary of authorized professional activities for Canadian Massage and Manual Osteopathic Therapist Association (CMMOTA) members registered as massage therapists or spa therapists with the Association;

Provide new and prospective graduates of Massage Therapy programs entry-to-practice margins;

Set a framework upon which CMMOTA Massage Therapist Members and Spa Therapist Members can maintain their identity as professionals;

Encourage sound-logic and evidence-based approaches to guide care provided by a CMMOTA Massage Therapist or Spa Therapist member;

Provide CMMOTA Massage Therapist and Spa Therapist members a benchmark to maintain good standing with the Association and the Health Insurance Industry;

Provide CMMOTA a parameter by which to initiate a complaints investigation process and implement a disciplinary action where applicable.

Acknowledgements

Special thanks to the Canadian Council for Massage Therapy Schools for provision of the Massage Therapists Pledge and the Federation of Massage Therapy Regulatory Authorities of



Canada for the 2016 Entry-to-Practice Inter-Jurisdictional Practice Competencies and Performance Indicators for Massage Therapists which defines the Scope of Intervention for Massage Therapists.

Liability Statement

In addition to this document, Massage Therapist Members and Spa Therapist Members are accountable to all applicable pieces of Federal, Provincial and Municipal legislation, Association Bylaws, Association Policies and Procedures, Standards of Practice and Code of Ethics documents.



GLOSSARY

Client: The person receiving Massage Treatment from a qualified Massage Therapist or Spa Therapist.

Massage Therapist: An individual that has graduated from an approved and licensed program and has become a registered Full Massage Therapist or Spa Therapist member of the Canadian Massage and Manual Osteopathic Therapist Association (CMMOTA).

Massage Treatment: This is the therapeutic intervention provided by a qualified Full Massage Therapist, Spa Therapist or Massage Therapist in training (Associate Massage Therapist or Student Massage Therapist).

Registered Massage Therapist: An individual that is a member in good standing of the legislated College of Massage Therapy within a Regulated Province or Territory in Canada.

Restricted Activity: An action that is legally impermissible and/or unethical and/or immoral and/or unauthorized for the Associate Massage Therapist, Full Massage Therapist or Spa Therapist to perform on a client due to inadequate training/skills/education and certification.²

Scope: Entry-level activity the Full Massage Therapist or Spa Therapist is trained and certified to competently perform after graduation.³



Summary of Scope of Practice

From a physiological perspective, this is what is permissible for CMMOTA Massage Therapist and Spa Therapist members:

- Any hands-on techniques (that are not protected acts under Canadian Federal or Provincial Legislation) performed under the intent of the CMMOTA Scope of Practice for Massage Therapists and/or Spa Therapists.
- Massage Therapy Modalities as outlined and approved in Appendix 19: Modalities List for Massage Therapists.
- Client education to mitigate pain and improve function by altering tissue loading.
For example:
 - ❖ Suggesting that an office worker with low back pain get up and move around periodically throughout their workday;
 - ❖ Educating clients of factors influencing their pain, for better understanding and further take steps toward self-care.



Summary of Restricted Activities

This scope of practice restricts CMMOTA Massage Therapist or Spa Therapist members from performing the following activities:

1. Prescribing/administering medications.
2. Providing diagnoses.
3. Puncture of the dermis.
4. Performing all forms of psychotherapy.
5. Performing restricted activities and modalities NOT approved or defined as Massage Therapy and billing them under Massage Therapy.
6. Commenting and reporting on areas outside of massage therapy including but not limited to client's mental, social, financial and nutritional health except ONLY when the client **asks** for a referral.
7. Inserting body parts or equipment into the anus, vagina or urethra and massage of the penis or testicles.
8. Initiation or pursuit of personal romantic relationship(s) with client(s) within twelve months of the last treatment with the therapist.



1. Client Interaction

Scope

The Massage Therapist or Spa Therapist:

- Communicates professionally with the client
- Applies principles of beneficence and non-maleficence when working with clients
- Respects the client's right to refuse treatment
- Treats all clients fairly and impartially
- Maintains privacy and confidentiality of client information
- Provides the client with all the options pertaining to the treatment session, including the potential benefits and side effects
- Invites the client to attend treatment sessions
- Creates a safe environment for the client to fully disclose their health history
- Seeks informed consent from the client before performing any activity within this scope of practice document
- Seeks written informed consent for treatment of any sensitive areas (as defined in the CMMOTA *Treatment of Sensitive Areas Policy*) before performing any activity within this scope of practice document
- When required by law reports to relevant authority, or encourages reporting, when there is evidence and admission of abuse on a client
- Reasonably charges the client for services rendered
- Retains the right to refuse to provide treatment if safety of the client and/or the therapist is perceived to be compromised
- Discloses to the client their level of training/certification and licensure
- Regarding Animals in Clinic Space - follows guidelines as set out by Alberta Health Services <https://www.albertahealthservices.ca/assets/healthinfo/ipc/if-hp-ipc-animals-hcf.pdf>

Restricted Activities

The Massage Therapist or Spa Therapist shall not:

1. Refer to themselves as any other protected title under any provincial or federal legislation in the jurisdiction in which they are practicing;
2. Encourage, initiate or maintain a sexually intimate relationship with an existing client; except when legally married or in a common law relationship;
3. Encourage, initiate or maintain a sexually intimate relationship with a former client within a twelve month period following the end of the therapeutic relationship;
4. Encourage, initiate or maintain behavior of non-therapeutic nature;
5. Misrepresent their qualifications to members of the public.



2. Technical Skills

Scope

The Massage Therapist or Spa Therapist,

- Performs full body physical examinations, assessments and re-evaluations on clients as per the Standards of Practice document⁴
- Partners with the client to develop an appropriate treatment plan
- Implements treatment techniques as outlined in the Standards of Practice Document⁴ and the Inter-Jurisdictional Practice Competencies and Performance Indicator for Entry-to-Practice Massage Therapists¹ and as outlined in *Appendix 19: Modalities for Massage Therapists*
- Effectively manages time in the workplace
- Provides a progress report when requested
- Refers the client out to more experienced professionals when the complexity of the client care exceeds their expertise or when there is a high risk of a negative outcome in response to a therapeutic intervention or whenever is suitable⁴

Restricted Activities

The Massage Therapist or Spa Therapist shall not:

1. Perform any activity restricted in any Health Professions Act or other applicable legislation in the jurisdiction in which they are practicing;
2. Perform treatment on a client without seeking and obtaining informed consent;
3. Perform treatment on a sensitive area on a client without seeking and obtaining informed written consent;
4. Perform a therapeutic intervention to intentionally harm the client;
5. Perform High Velocity Low Amplitude Thrusts on a client;
6. Diagnose a condition presented by a client;
7. Issue a requisition to a client for a diagnostic test;
8. Perform a technique on a client without having the skill, education, training and certification;
9. Puncture the dermis of the client in the course of treatment;
10. Perform intra-anal, intra-penile and/or intra-vaginal treatments on a client.



3. Research

Scope

The Massage Therapist or Spa Therapist,

- Performs research activities limited to the Standards of Practice, Code of Ethics and Scope of Practice Documents
- Employs ethical, morally sound and lawful methods of recruiting participants
- Seeks and obtains informed consent from every participant in the study
- Accurately reports/documents the findings and any other data relevant to the research
- Avoids plagiarism
- Cites referenced sources accurately and comprehensively

Restricted Activities

The Massage Therapist or Spa Therapist shall not perform any unethical and/or illegal research methods.



4. Teaching and Mentorship

Scope

The Massage Therapist or Spa Therapist:

- Educates when they show evidence of competence in Massage Therapy Skills
- As an Educator meets the Educator requirements as listed by the relevant employment organization and in absence of that, the Provincial Ministry of Private Vocational Training/ Advanced Education Department
- Mentors other massage therapists or spa therapists within the boundaries of the Standards of Practice, Scope of Practice and Code of Ethics documents
- Shall only teach modalities and techniques that are within scope for massage therapists or spa therapists, unless the Massage Therapist has adequate certification through an association that governs the out-of-scope modality that is being taught.
- Outside of those enrolled as students of massage therapy or those who are already registered as a Massage Therapist, shall only teach massage modalities and techniques that fall within the scope of practice for the professional designation of the trainee.

Restricted Activities

The Massage Therapist or Spa Therapist:

- Shall not teach and/or mentor student therapists in activities outside of their training, qualifications, skills, and certifications.
- Shall not teach modalities and techniques to Massage Therapists or those training to become Massage Therapists that are not within scope for the profession unless the course material content and course advertising clearly state that the modalities and techniques being taught are out of scope for Massage Therapists.
- Shall not teach massage therapy modalities and techniques to a trainee that fall outside of the scope of practice of a professional designation of the trainee unless such training is provided as part of a recognized massage training program.



5. Leadership and Resource Management

Scope

The Massage Therapist or Spa Therapist:

- Performs cost-benefit analyses of their health care business and service to clients
- Applies quality assurance and quality control measures in the provision of services to the client including but not limited to therapeutic interventions and administrative tasks
- Monitors resource provision to clients
- Fairly allocates resources such as time, finances and intellectual wealth to clients and staff
- Prioritizes and budgets for task completion

Restricted Activities

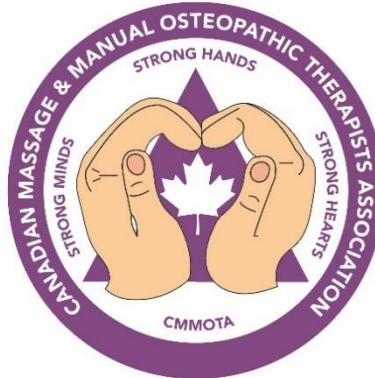
The Massage Therapist or Spa Therapist shall:

1. Comply with any Provincial and Federal Government legislations, Human Rights Commissions and Labor laws regarding health and safety and employment standards;
2. Provide a workplace free of verbal or conduct harassment or discrimination due to disability, sexual orientation, gender, race, religion, country of origin, ethnic descent, family, appearance, color, age, criminal history, medical history, marital status etc.



REFERENCES

1. Federation of Massage Therapy Regulatory Authorities of Canada. 2016. Inter-Jurisdictional Practice Competencies and Performance Indicators for Massage Therapists at Entry-to-Practice.
2. Alberta Queen's Printer. 2000. Province of Alberta, Health Professions Act. Revised Statutes of Alberta (Chapter H-7).
3. College of Registered Nurses of Manitoba and College of Registered Psychiatric Nurses of Manitoba. 2010. Understanding Scope of Practice for Licensed Practical Nurses Registered Nurses Registered Psychiatric Nurses in the Province of Manitoba.
4. Canadian Massage and Manual Osteopathic Therapists Association. 2019. Standards of Practice: Massage Therapy, Guidelines for Best Practice, Second Edition.



CANADIAN MASSAGE & MANUAL OSTEOPATHIC THERAPISTS ASSOCIATION

Standard of Practice

For Manual Osteopathic Therapists

Guidelines for Best Practice

Updated August 2020



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Preface

Manual Osteopathic Practice is therapy that focuses on treating the whole body as a unit, rather than the sum of its parts. Investigative procedures and treatment techniques are mainly done by hand and without the use of therapeutic devices. ¹

In 2010, the World Health Organization published a benchmark for training non-physician osteopathic therapists <http://apps.who.int/medicinedocs/documents/s17555en/s17555en.pdf> and the content of this document is derived from there.

In Canada, Osteopath and Osteopathy are protected titles under provincial health professions acts and restricted for use by medical doctors only.

All non-physicians who have qualified to practice osteopathic manipulative treatment are referred to as:

- Manual Osteopathic Therapists or a variation of the term.

In this document the terms Osteopathic Manual Therapist, Manual Osteopathic Therapist and Manual Osteopathic Practitioner will be used synonymously as will the terms Osteopathic Manipulative Treatment, Manual Osteopathic Therapy and Osteopathic Manual Practice.

Philosophy Statement

All Manual Osteopathic Therapists adhere to the four principles coined by the Founder of Osteopathy: Dr. Andrew Taylor Still:

- The body is a unit and therefore investigated and treated as a unit;
- The body is self-regulating;
- The body is self-healing and;
- Structure and function are interrelated.¹

Manual Osteopathic Therapists partner with their clients to facilitate homeostasis through these principles.

Practice Statement:

In clinical practice, Manual Osteopathic Therapists are expected to:

- Perform detailed interviews of the client's history, encompassing all body systems, embryological and birth history if possible, life and psychosocial determinants of health;
- Physically examine the client's body with the intent of developing an appropriate treatment plan;
- Apply treatment techniques solely intended to achieve a therapeutic outcome and/or be prophylactic towards maintain overall health in the client;
- Provide referrals and collaborate with other healthcare practitioners to achieve wellness in the client;
- Recommend home-rehabilitative care to clients to augment their recovery;



- vi. Engage in self-development including but not limited to research activities, mentorship and continued education.

Modalities

The following modalities are used for the recovery of the body in Manual Osteopathic practice. The list provided is based off the WHO Benchmark for Training in Osteopathy.¹

- i. Osteoarticulation corrections including but not limited to joint play, muscle energy techniques, and mobilizations;
- ii. Fascia remodeling techniques;
- iii. Neuromuscular techniques such as the jones technique;
- iv. Visceral manipulation;
- v. Fluid Dynamics including lymph and cerebrospinal fluid;
- vi. Rehabilitative exercises;
- vii. Soft-tissue manipulation;
- viii. Reflex-based interventions.

Purpose for Standards of Practice

As of 2019, Manual Osteopathic Therapy is not regulated in any province in Canada. Manual Osteopathic Therapists are governed by professional associations. The Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA) has hereby adopted these standards for all its members certified as Manual Osteopathic Therapists.

The purpose of these Standards is to:

Provide best practice guidelines for CMMOTA members and provide a point of reference for other Manual Osteopathic Therapists without governing bodies;

Provide new and prospective graduates of Manual Osteopathic Therapy entry-to-practice markers for self-evaluation;

Provide existing Manual Osteopathic Therapists professional indicators to maintain;

Provide the general public a yard stick to measure their therapist;

Provide CMMOTA a parameter by which to initiate a complaints investigation process and implement a disciplinary action where applicable.

Acknowledgements

Special thanks to the World Health Organization for publication of their 2010 Benchmark for Training in Osteopathy that is referred to world-wide by professional organizations like ours.

Liability Statement

In addition to these standards, Manual Osteopathic Therapists are accountable to all applicable pieces of legislation, the Association Bylaws, Scope of Practice and Code of Ethics documents.



Glossary

The following terms are used to define and elaborate each standard as pertains to the indication and competency.

Assessment: A physical examination minimized to focus on the areas found imbalanced in the lengthy initial physical examination.

Indication: An indication is a term used to describe the reason when or why the technique or competency is to be applied.² It encompasses but not limited to past, current, foreseeable health conditions and client inquiries.

Competency: An activity that the Manual Osteopathic Therapist is to perform as pertains to the indication.²

Re-evaluation: A physical examination of the client that happens immediately after the application of a technique or intervention on affected tissue.

Sensitive areas: Areas of the body including the chest, breast tissue, groin region, gluteal region and abdominal region considered private areas by the general public.

Standard: A standard is a description of a minimum level of performance one is required to demonstrate in the achievement of the competency.

The Quality Assurance Standard is described, followed by its benefits and any safety precautions/ contraindications that may be applicable.



1. COMMUNICATION AND CLIENT INTERACTION

Client Interview

Indication:

First time client, returning client, current client in need of treatment for an acute event and any other applicable time.

Competency:

Perform a comprehensive client interview within the time allocated.

Standard:

Quality Assurance

A detailed client interview must be conducted to validate treatment, identify potential causes of the chief complaint, compensatory factors and concerns that may limit or inhibit treatment effects or create an adverse effect post treatment.

This client interview may augment a client intake form.

How to:

The Manual Osteopathic Therapist,

- Uses both closed and open-ended questions to learn the following information from the client:
 - Past and current health status
 - Reasons for seeking the manual osteopathic therapy consultation
 - Previous interventions for any health issue
 - Body systems history:
 - Cardiovascular system
 - Lymphatic system
 - Integumentary system
 - Skeletal system
 - Muscular system
 - Nervous system
 - Endocrine system
 - Reproductive system
 - Urinary system
 - Gastrointestinal system
 - Occurrence, duration and recovery of traumas
 - Embryology and Birth Story
 - Cognitive performance in daily tasks
 - Energy reserves
 - Stressors
 - Personal health goals
- Applies active-listening skills to interpret non-verbal cues from the client
- With consent from client, legibly records all the information learned and stores it securely where it is easily accessible for future appointments with the respective client



Benefit:

- Builds trust between the client and therapist
- Allows for the development of an appropriate treatment plan
- Limits negative reactions to treatment due to undisclosed relevant health information

Safety/ Contraindication

- Physical, emotional, or psychological distress limiting accurate responses from the client
- Inadequate time for both the therapist and client

In these cases, the client interview should be deferred to a different time.



Informed Consent

Indication:

Before the application of any procedure or technique to new, returning or current clients and any other applicable time when informed consent is necessary.

Competency:

Receive evidence of informed consent prior to the application of techniques

Standard:

Quality Assurance

There must be documented evidence of informed consent received from the client to proceed with treatments from a Manual Osteopathic Therapist. Sensitive areas (refer to glossary) may be mentioned specifically in order to receive the informed consent for treatment.

How to:

The Manual Osteopathic Therapist,

- Describes the technique to the client
- Describes where the technique will be performed
- Describes how the technique will be performed
- Explains the benefits of using the technique
- Describes potential side effects of using the technique
- Asks if the client is willing to go through the procedure
- Documents the client's response
- Stores the information securely for future reference

Benefit

- Builds trust between the client and therapist
- Allows for the development of an appropriate treatment plan

Safety/ Contraindication

- For non-legally competent clients, care-giver or guardian consent is sought
- Physical, emotional or psychological distress limiting accurate responses from the client
- Inadequate time for both the therapist and client

Treatment should be deferred to a later date when informed consent from the client can be issued.



2. SAFETY

Infection Control

Indication:

When initiating touch of therapeutic intent, between clients, within a therapeutic space, when there is known contamination and/or potential cross contamination pre and post treatment and during treatment and any other applicable time when infection control measures should be implemented.³

Competency:

Habitual hygienic practice

Standard:

Quality Assurance

There must be a spoken/written infection control policy and procedures on-site.

How to:

The Manual Osteopathic Therapist,

- Shows and wears clean clothing
- Washes their hands for at least fifteen seconds pre and post contact with clients
- Cleans the treatment equipment after every use as per manufacturer or health and safety standards
- Disinfects all surfaces that have come into contact with known or unknown pathogens
- Within the best of their ability, prevents cross-contamination from themselves to their client
- Organizes and cleans the general and treatment spaces
- Completes an incident report and informs clients when a communicable disease is within the environment and may potentially affect them
- Washes and disinfects contaminated linen separately from other laundry
- Animals in clinic space - follows guidelines as laid out by Alberta Health Services: <https://www.albertahealthservices.ca/assets/info/hp/ipc/if-hp-ipc-animals-hcf.pdf>

Benefit

- Limits the spread of disease

Safety

- Protective clothing and gloves should be worn when handling corrosive cleaning supplies.
- Protective clothing and gloves should be worn when working with clients with communicable diseases.



Initial Physical Examinations

Indication:

Initial Physical Examinations are indicated but not limited to clients who have never been treated by the Manual Osteopathic Therapist before or who have been away from treatment for an extended period of time or when an existing client presents with an acute traumatic event.

Competency:

Perform a comprehensive initial physical examination encompassing all body systems and Manual Osteopathic philosophies, making note of all relevant observations.

Standard:

Quality Assurance

Informed consent must be obtained from the client for the Manual Osteopathic Therapist to proceed with an initial physical examination and findings must be accurately documented for future reference.

How to:

The Manual Osteopathic Therapist,

- Notifies the clients ahead of time of the scheduling of an initial physical examination, estimated time they would be in the premises (2 hours on average reported) and any costs associated with the examination
- Schedules ample time and limits foreseeable interruptions during the client's initial physical examination
- Notifies the client of the benefits and possible side-effects that may be experienced following the initial physical examination
- Receives informed consent from the client to proceed with the examination
- Applies investigative techniques within the Scope of Practice for Manual Osteopathic Therapists to the following systems:
 - Circulatory system
 - Neuromuscular system
 - Musculoskeletal system
 - Gastrointestinal system
 - Renal system
 - Reproductive system
 - Endocrine system
 - Integumentary system
 - Immune system
- Documents the objective findings legibly
- Communicates the initial physical examination findings to the client

Benefit

- Reveals known and unknown health imbalances in the client



- Ensures relevance of treatment plans
- Creates a benchmark for progress, reassessments and discharging the client
- Rules out conditions that need a referral to other health practitioners or diagnostic imaging

Safety/Precaution

- Physical exhaustion of the client due to other health issues. (Recommendation: Break the physical examination into sizable chunks)
- Conditions or contraindications that would cause the client to experience an adverse reaction following application of the investigative procedures



Pre and Post Treatment Procedures

Indication:

Whenever a client attends a Manual Osteopathic Treatment session

Competence:

Perform pre and post treatment procedures in a timely manner

Standard:

Quality Assurance

There must be an established procedure that extends to infection control, wellness checks, communications, billing, scheduling, and any other activities relating to the client before and/or after a treatment session.

Pre-Treatment procedure

How to:

The Manual Osteopathic Therapist,

- Ensures the treatment room is hygienically prepared for the incoming client
- Ensures that equipment and supplies have been properly maintained and disinfected. This must occur on a regular basis. A written record of all repair and maintenance activities must be kept.
- Ensures that treatment environment is private, secure, and safe for the client
- Acknowledges and greets the incoming client
- Shows the client into treatment room
- Seeks pertinent information in regard to the current and past appointments where applicable
- Physically examines the client
- Communicates the sessions goals
- Steps out of the room if the client has to change or undress
- Knocks on the door and waits for a response to regain re-entry into the treatment room
- Clearly instructs the client on how to position themselves for the start of treatment

Post-Treatment procedure

How to:

The Manual Osteopathic Therapist,

- Communicates the end of the treatment session to the client
- Re-evaluates the client to record if session goals were achieved
- Sets next session goals where applicable
- Prescribes and demonstrates home rehabilitative exercises where applicable
- Bills and reschedules client where applicable
- Shows client out



- Washes hands and cleans treatment space
- Documents all relevant information pertaining to that treatment session
- Ensures that treatment notes are completed within 24 hours of treatment

Benefit

- Maintains consistency between appointments

Safety/Precaution

- Similar safety/precautions adhered as those when working with special populations
- Similar safety/precautions adhered as those when performing infection control protocols



Mini-Assessments and Re-evaluations

Indication:

For the measurement of progress in the chief complaint and efficacy of the treatment approach.

Competency:

Perform a mini-assessment and/or re-evaluation in the time allowed and document findings.

Standard:

Quality Assurance

There must be a re-evaluation post-intervention. Assessments can take up to 75% of the treatment session as some are in themselves treatment techniques.

How to:

The Manual Osteopathic Therapist,

- Reviews with the client the recorded findings from the initial physical examination
- Perform the same examination in the same way as the initial physical examination
- Records objective findings from this new assessment/re-evaluation
- Communicates the new findings with the client

Benefit

- Provides direction to the treatment plan
- Provides a tangible method to estimate progress or lack thereof for both the client and Manual Osteopathic Therapist
- Prevents errors in treatment interventions and consequently negative outcome in the client

Safety

- Contraindications and conditions that would result in the client experiencing an adverse reaction from the mini-assessment and/or re-evaluation



Treatment plans

Indication:

For every client seeking Manual Osteopathic treatment that has completed an initial physical examination and has consented to beginning treatments or any other situation to which a treatment plan is requested.

Competency:

Develop a customized treatment plan for each client.

Standard:

Quality Assurance

The treatment plan must cover as many areas as pertains to the findings in the full and mini physical examinations and re-evaluations as is within the Scope of Practice for Manual Osteopathic Therapists and time allowable.

How to:

The Manual Osteopathic Therapist,

- Asks their client their goals and devises a short-term and long-term goals-list that encompass a positive therapeutic outcome for the client
- Develops the treatment plan from information from the interview and assessment findings
- Estimates, documents, and communicates to the client the length of time on average that it takes to achieve the agreed upon treatment goals
- Documents and communicates to the client the estimated number of treatments
- Documents and communicates to the client the frequency of appointments
- Documents and communicates to the client the expected duration of each session
- Determines and communicates to the client areas of focus during the named appointments
- Recommends appropriate home rehabilitation activities to the client
- Schedules dates/times of reassessment
- Determines and communicates to the client prospective dates to be discharged from treatments⁵

Benefit

- Effectively manages the client's health
- Ensures efficacy of treatment or redirection when there is no change in condition



3. SKILLS

Osteoarticulation Treatments

Indication:

Conditions or structural and/or functional limitations that warrant use of Osteoarticulation techniques.

Competency:

Precisely deliver an Osteoarticulation technique in the structure that is needed to achieve a positive therapeutic outcome.

Standard:Quality Assurance

Treatment must observe the mechanical law of bones, joints and surrounding soft tissue.

How to:

The Manual Osteopathic Therapist,

- Assesses the body structures to identify lesions from a bone, joint or accessory tissues of the joint
- Identifies any contraindications that will affect delivery of the osteoarticular technique and either modifies or avoids the technique
- Communicates the nature and intent of technique to the client including potential benefits and side-effects
- Receives informed consent from the client before performing the technique
- Establishes a physical boundary and where applicable, gains additional consent for the treatment of sensitive areas
- Where applicable, starts the technique from the feather barrier
- Aims to facilitate normalization of function
- Aims to never treat the structure beyond its anatomical range of movement
- Applies visual synkinesis where applicable
- Waits for post-isometric relaxation where applicable
- Balances unities
- Avoids performing high/low velocity amplitude thrusts on the client
- Re-evaluates after every osteoarticular intervention

Benefit

- Strong positive therapeutic outcome for the client

Safety/Precaution

- Modifications may need to be adopted in the treatment of special populations
- Onset of pain during positioning and/or treatment is a contraindication
- Avoid the treatment technique when a contraindication to the technique exists in the



client

Fascial Treatments

Indication:

Conditions or structural and functional limitations that warrant use of fascial techniques.

Competency:

Precisely engage the tissue in the correct position and for the appropriate length of time to enhance tissue health.

Standard:

Quality Assurance

Treatment must not go beyond the maximum stretch and flexibility allowable in the client's tissue

How to:

The Manual Osteopathic Therapist,

- Palpates the body structures to identify connective tissue restrictions
- Identifies any contraindications that will affect delivery of the fascial technique and either modifies or avoids the technique
- Communicates the nature and intent of technique to the client including potential benefits and side-effects
- Receives informed consent from the client before performing the technique
- Establishes a physical boundary and where applicable, requests additional consent, for the treatment of sensitive areas
- Applies a direct and/or indirect technique to the tissue
- Aims to facilitate normalization of function
- Applies respiratory synkinesis where applicable
- Waits for tissue to warm up, soften or slacken before advancing the fascial technique
- Re-evaluates function after intervention

Benefit

- Strong positive therapeutic outcome for the client

Safety/Precaution

- Modifications may need to be adopted in the treatment of special populations
- Avoid the type of treatment when a contraindication to the technique exists in the client



Neuromuscular techniques

Indication:

Conditions or structural and/or functional limitations that warrant use of neuromuscular techniques.

Competency:

Position the client and/or the affected area in the appropriate way for the appropriate length of time with the appropriate pressure where applicable, to alter the abnormal neurological signals sent to the affected muscles.

Standard:

Quality Assurance

Sustained treatment positions and/or deep pressure must be performed within the client's pain threshold.

How to:

The Manual Osteopathic Therapist,

- Palpates the body structures to identify tissues receiving an improper neurological impulse
- Identifies any contraindications that will affect delivery of the neuromuscular technique and either modifies or avoids the technique
- Communicates the nature and intent of technique to the client including potential benefits and side-effects
- Receives informed consent from the client before performing the technique
- Establishes a physical boundary and where applicable, requests additional consent, for the treatment of sensitive areas
- Applies direct pressure where applicable, on the apex of the affected tissue
- Aims to facilitate normalization of function
- Waits for tissue to warm up and soften before intensifying the sustained pressure
- Re-evaluates tissue state after intervention

Benefit

- Strong positive therapeutic outcome for the client

Safety/Precaution

- Modifications may need to be adopted in the treatment of special populations
- Avoid the type of treatment when a contraindication to the technique exists in the client



Visceral Manipulation

Indication:

Conditions or structural and/or functional limitations that warrant use of visceral manipulation.

Competency:

Gently assess mobility and motility of organs to identify and treat associated pathologies.

Standard:

Quality Assurance

The pathological tissue structure must be correctly identified, and pressure applied to it regulated by the Manual Osteopathic Therapist to prevent internal injury.

How to:

The Manual Osteopathic Therapist,

- Palpates the body structures to identify imbalanced motility and restrictions in movement patterns of organs
- Identifies any contraindications that will affect treatment of the tissue and either modifies or avoids the technique
- Communicates the nature and intent of technique to the client including potential benefits and side-effects
- Receives informed consent from the client before performing the technique
- Establishes a physical boundary and where applicable, gets additional consent, for the treatment of sensitive areas
- Gently applies direct and/or indirect techniques to the internal organs in question
- Aims to facilitate normalization of function
- Re-evaluates tissue structure after intervention

Benefit

- Strong positive therapeutic outcome for the client

Safety/Precaution

- Modifications may need to be adopted in the treatment of special populations
- Avoid the type of treatment when a contraindication to the technique exists in the client



Fluid Dynamics Treatments

Indication:

Conditions and/or assessment findings that show pathological/imbalanced fluid pressures and movements in the body including but not limited to blood plasma, lymph, interstitial fluid and cerebrospinal fluid.

Competency:

Accurately identify imbalances in the movement and location of body fluids and provide treatment to any and all areas that will facilitate balance.

Standard:

Quality Assurance

Gentle pressure must be used in the delivery of fluid dynamic treatments including but not limited to manual lymph drainage and craniosacral treatments.

How to:

The Manual Osteopathic Therapist,

- Palpates the unconscious movement of body structures in reference to the pressure, rate, intensity and the nature of the flow of the body fluid being assessed
- Identifies any contraindications that will affect delivery of the technique and either modifies or avoids the technique
- Communicates the nature and intent of technique to the client including potential benefits and side-effects
- Receives informed consent from the client before performing the technique
- Establishes a physical boundary and where applicable, gets additional consent, for the treatment of sensitive areas
- Applies listening skills to the structures being treated
- Clears central drainage areas in the client's body first before moving to extremities
- Works proximal, distal and back to proximal
- Aims to facilitate normalization of function
- Re-evaluates tissue state after intervention

Benefit

- Strong positive therapeutic outcome for the client

Safety/Precaution

- Modifications may need to be adopted in the treatment of special populations
- Avoid the type of treatment when a contraindication to the technique exists in the client



Home Rehabilitation Activities

Indication:

Where recovery and treatment intervention are enhanced by the client performing rehabilitative activities outside of the therapeutic environment.

Competency:

Recommend and demonstrate appropriate client self-care for the recovery of the condition or body system in question.

Standard:

Quality Assurance

Home rehabilitation activities must be prescribed with a frequency, intensity and duration and be re-evaluated after a designated period for correct application and efficacy.

How to:

The Manual Osteopathic Therapist,

- Recommends client self-care at the appropriate stage of treatment
- Provides or recommends the tools to facilitate the activity
- Demonstrates the activity to the client
- Requests the client to demonstrate the shown activity back to the Manual Osteopathic therapist
- Modifies rehabilitation activities to prevent further damage of compromised tissue
- Documents the activity prescribed to the client
- Appoints a re-evaluation date
- If applicable, appoints a date to discontinue the rehabilitation activity

Benefit

- Shorten recovery time
- Enhance a positive therapeutic outcome for the client

Safety

- Avoid recommendation where known contraindications to the rehabilitative position exist in the client



Soft-tissue Manipulation

Indication:

Conditions and/or structural and/or functional limitations created and maintained by soft-tissue imbalances.

Competency:

Able to identify the different types of soft-tissue, normal tissue texture and pathological signs embedded in the soft tissue.

Standard:

Quality Assurance

Soft-tissue must be adequately warmed up before the application of the technique.

How to:

The Manual Osteopathic Therapist,

- Receives informed consent from the client prior to the initiation of the soft-tissue technique
- Works on superficial to deep tissue then back to superficial
- Applies the appropriate technique for the tissue-type in question
- Stops treatment when there is evidence of tissue response
- Where applicable, applies hydrotherapy techniques to facilitate the soft-tissue interventions
- Avoids known local contraindications to soft-tissue techniques or modifies the techniques

Benefit

- Strong positive therapeutic effect for the client

Safety

- Avoid treatment when known contraindications to the techniques are suspected or exist in the client



Reflex-based interventions

Indication:

Conditions and/or structural and/or functional limitations created and maintained by soft-tissue imbalances.

Competency:

Appropriate application of the reflex-based intervention including but not limited to: Dorsal Points, Chapman's Reflexes, Jones' technique, Myofascial trigger points and Jarricot's Dermalgies reflexes.

Standard:

Quality Assurance:

Reflex-based intervention must be applied in the appropriate position and/or appropriate pressure to achieve the desired therapeutic outcome.

How to:

The Manual Osteopathic Therapist,

- Palpates tissue for inordinate amounts of hypertonicity and restriction
- Receives informed consent before initiating treatment
- Identifies contraindications to the technique and avoids or modifies the intervention
- Waits for the pain signal to dissipate before intensifying the technique
- Re-evaluates the client after application of each technique

Benefit:

- Strong positive therapeutic outcome for the client

Safety:

- Avoid treatment-type where known contraindications to the technique exist in the client



Treatment of Special Populations

Indication:

Clients legally or medically deemed as vulnerable and for whom Manual Osteopathic treatment plans, space and protocols must be modified to accommodate the vulnerability aspect. Examples include but are not limited to pregnancy, infants, children, elderly, medical disabilities, terminal illness.

Competency:

Able to modify physical examinations, treatment positions and techniques yet ensure precise delivery of the Manual Osteopathic intervention.

Standard:

Quality Assurance

Proper training and/or certification must be obtained for the treatment of conditions specific to special populations.

How to:

The Manual Osteopathic Therapist,

- Easily identifies conditions specific to a special population
- Treats conditions within special populations for which they are trained
- Readily modifies and adapts treatment procedures and plans for special population clients

Benefit

- Ensures maximum therapeutic benefit to the client

Safety

- All safety precautions and contraindications when working with special populations apply



4. PROFESSIONALISM

Professional Boundaries

Indication:

At all times within the therapeutic setting.

Competency:

Maintain professionalism at all times in the therapeutic setting including but not limited to conversation, demeanor, time management, client interview, treatment, personal appearance and appearance of the therapeutic environment.⁴

Standard:

Quality Assurance

Professional boundaries must exist in the therapeutic relationship and communicated to the client where applicable.

How to:

The Manual Osteopathic Therapist,

- Dresses appropriately for a therapeutic setting
- Maintains professional conversations in the workplace
- Creates and maintains spatial and physical boundaries as relates to non-therapeutic touch
- Communicates clearly and seeks consent from the client before performing a technique that is in the client's personal space
- Is aware of transference and counter-transference red flags for appropriate action
- Documents legibly and accurately as per work-place policies when breaches of professional boundaries occur
- Reports serious breaches of professional boundaries to the appropriate authority

Benefits

- Educates service-users on what to expect in an Manual Osteopathic Therapist work setting
- Minimizes professional misconduct in the workplace
- Limits client complaints about professional misconduct

Safety/Precaution

- Implement extra policies when working with minors, clients with developmental disabilities or other health disabilities and where the primary language and mode of communication is not understood by the Manual Osteopathic Therapist and/or client



Dual Designations

Indication:

Dual designation status is indicated when the therapist has more than one Canadian-recognized training and certification, licensing and/or registration applicable to the same client.

Competency:

Perform within the scope of practice of each designation safely as per training and certification.

Standard:

Quality Assurance

The Manual Osteopathic Therapist must show evidence of actively preventing confusion that may arise from any overlap of the various designations in clinical practice.

How to:

The Manual Osteopathic Therapist,

- Publicly displays and makes readily available training completion documents
- Performs techniques learned with the Scope of Practice of each designation
- Develops a clear policy for communication to clients and interested parties when one designation is used over another
- Creates separate appointments for clients seeking one or the other designation
- Creates a separate billing system for clients seeking one or the other designation
- Provides the client with an accurate billing receipt with the appropriate registration information for the service received
- Maintains a distinct documentation format and/or record system for each designation
- Reports to the relevant authority when there is use of a dual designation with fraudulent intent

Benefit

- Guards against fraud
- Provides clarity to third party inquirers such as insurance companies and legal teams



Referrals and Professional Collaborations

Indication:

In conditions and/or physical examination findings or self-care that warrant intervention outside of the scope of a Manual Osteopathic Therapist or where the health of the client fails to improve under the supervision of the Manual Osteopathic Therapist or in any other situation where referral and professional collaborations in the care of the client applies.^{6,7,8,9}

Competency:

Recognition of the Scope of Practice for Manual Osteopathic therapists and awareness of the restricted activities under the Provincial Health Professions Act.

Standard:

Quality Assurance

If applicable, referrals and involvement of a multi-disciplinary health team in the care of the client must be recommended to the client in a timely manner.

How to:

The Manual Osteopathic Therapist,

- Communicates to the client the need for other professional involvement in the management of their health
- Within Scope of Practice, recommends experts that may participate in the client's recovery process
- Provides a progress report for the client to approach the recommended expert with
- With consent from the client, seeks a progress report from the recommended expert after an agreed upon time has elapsed
- Regarding medical and/or recreational Cannabis, and other related products that contain CBD or THC, the therapist is to direct referrals only to the client's primary physician.

Benefit

- Strong positive therapeutic outcome for the client



Conflict of Interest

Indication:

When the therapist stands to gain in more ways than outlined in the therapeutic relationship.

Competency:

Be able to identify, mitigate and declare a conflict of interest where it exists or is suspected in the Manual Osteopathic Treatment environment.

Standard:

Quality Assurance

There must be a declaration of a conflict of interest and reasonable effort applied by the Manual Osteopathic Therapist to mitigate it in the work setting.

How to:

The Manual Osteopathic Therapist,

- Acts within the confines of the therapeutic relationship
- Accurately declares imminent conflicts of interest to client and parties involved

Benefit

- Maintains trust in the therapeutic relationship
- Maintains trust in the work environment



Self-development

Indication:

For maintenance of professional registrations and licensing in Manual Osteopathic Practice and to evolve as the industry and practice evolves.

Competency:

Recognize limitations of current practice and skills.⁵

Standard:

Quality Assurance

There must be evidence of periodic investment in relevant professional development.

How to:

The Manual Osteopathic Therapist,

- Regularly performs an introspective audit of their training, skills, current professional experience and work environment
- Regularly perform an analysis of memorable events in their work history; both positive and negative
- Actively pursues ways to overcome obstacles around their professional growth
- Periodically attends workshops relevant to Manual Osteopathic Therapists
- Takes on tutelage opportunities to better themselves and/or for the purpose of developing budding Manual Osteopathic Therapists

Benefit:

- Improves service provision to new and existing clients

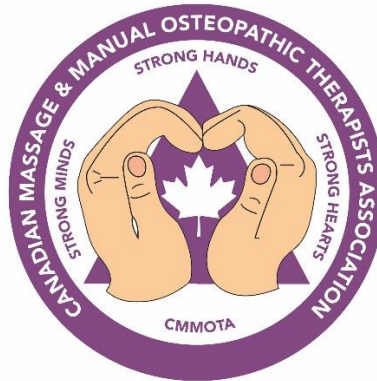
Safety:

- Avoid if potentially burnt out. Focus on regaining balance before additional self-development



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CANADIAN MASSAGE & MANUAL OSTEOPATHIC THERAPISTS ASSOCIATION

Standard of Practice

For Massage Therapists

Guidelines for Best Practice

Updated August 2020



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The Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA) defines massage therapy as **the examination and treatment of the body and prevention of physical dysfunction through soft-tissue manipulation.**^{1,2} Therapy can include the use of approved adjunct modalities or modalities specified in the Practice Competencies and Performance Indicators document.¹ The intention of therapy must be to improve and restore the body back to health.

All health care practitioners have Practice Standards to guide their actions, procedures, and interventions. These guidelines will allow service-users to trust that regardless of the individual therapist they see, they will be treated to a certain standard. Just as physiotherapists, nurses, or surgeons are trusted to work under similar guidelines to their peers, the same will apply to all CMMOTA Members with respect to Massage Therapy.

Philosophy Statement

All Massage Therapists registered under CMMOTA are required to read and uphold the Massage Therapists Pledge as outlined by the Canadian Council of Massage Therapy Schools as well as the CMMOTA Code of Ethics.

All CMMOTA members must, "First of all, do no harm", and strive to treat in such a way that provides a therapeutic benefit to the client.

All CMMOTA Members must understand that their behavior reflects not only on the Canadian Massage and Manual Osteopathic Therapists Association, but also the entire massage industry. It is therefore of utmost importance to review these Practice Standards and seek training where there is a lacking skill.

Practice Statement:

In clinical practice, Registered Massage Therapists are expected to:

- i. Perform detailed interviews of the client's history within the Massage Therapy Scope of Practice;
- ii. Physically examine the client's body with the intent of developing an appropriate treatment plan;
- iii. Apply treatment techniques and modalities solely intended to achieve a therapeutic outcome and/or be prophylactic towards the maintenance of overall health in the client;
- iv. Provide referrals and collaborate with other healthcare practitioners to achieve wellness in the client;
- v. Recommend home-rehabilitative care to clients to augment their recovery;
- vi. Engage in self-development including but not limited to research activities, mentorship and continued education.

Modalities

Please refer to Appendix 1 of this document which provides a list of insurable Modalities approved by CMMOTA.



Purpose for Standards of Practice

Since Massage Therapy is currently not regulated in Alberta, The Canadian Massage and Manual Osteopathic Therapists Association (CMMOTA) has thereby adopted these Standards as a governance document for all its Registered Massage Therapists Members.

The purpose of these Standards is to:

- Provide best practice guidelines for CMMOTA members and provide a point of reference for research and development;
- Provide new and prospective graduates of Massage Therapy entry-to-practice markers for self-evaluation;
- Provide existing Registered Massage Therapists (RMT) professional indicators to maintain;
- Provide the general public a yard stick to measure their RMT;
- Provide CMMOTA a parameter by which to initiate a complaints investigation process and implement a disciplinary action where applicable.

Acknowledgements

Special thanks to the Canadian Council for Massage Therapy Schools for provision of the Massage Therapists Pledge and the Federation of Massage Therapy Regulatory Authorities of Canada for the 2016 Entry-to-Practice Inter-Jurisdictional Practice Competencies and Performance Indicators for Massage Therapists.

Liability Statement

In addition to these standards, all Registered Massage Therapists are accountable to all applicable pieces of legislation, CMMOTA Bylaws, Scope of Practice and Code of Ethics documents.

Special mention is given to the following Acts:

- A. Personal Information Protection and Electronic Documents Act, 2000
- B. Alberta's Personal Information Protection Act (PIPA) that became law on January 1, 2004
- C. Freedom of Information Act (FOIP)



Glossary

The following terms are used to define and elaborate each standard as pertains to the indication and competency.

Assessment: A physical examination minimized to focus on soft tissue found imbalanced.

Indication: An indication is a term used to describe the reason when or why the technique or competency is to be applied.² It encompasses but not limited to past, current, foreseeable health conditions and client inquiries.

Competency: An activity that the Registered Massage Therapist is to perform as pertains to the indication.²

Re-evaluation: A physical examination of the client that happens immediately after the application of a technique or intervention on affected tissue.

Sensitive areas: Areas of the body including the chest, breast tissue, groin region, gluteal region and abdominal region considered private areas by the general public.

Standard: A standard is a description of a minimum level of performance one is required to demonstrate in the achievement of the competency.

The Quality Assurance Standard is described, followed by its benefits and any safety precautions/ contraindications that may be applicable.

Capacity: The ability of a client to understand treatment information, potential risks and reasonably foreseeable consequences giving or withholding consent to Massage Therapy Treatments.

Capable Client: A client who has mental capacity. Individuals seeking Massage Therapy Services are deemed capable unless the Massage Therapist has reason to believe otherwise. Situations where capacity might be questioned include evidence of confused or delusional thinking, alcohol or drug impairment, the client's inability to make a clear treatment choice, or a lack of ability to communicate.

Guidelines for the Provision of Information to Incapable Clients

The Massage Therapist must tell the incapable client that a substitute decision maker will assist the client in understanding the proposed treatment and inform that person of the reason for the use of the substitute decision maker. If the client disagrees with the finding of incapacity, they must be informed of their right to go to the Consent and Capacity Review Board to have the decision overturned.

The Massage Therapist must involve the incapable client, to the extent possible, in discussion with the substitute decision-maker.

If the client disagrees with the need for a substitute decision-maker because of the finding of incapacity, or disagrees with the involvement of the present substitute, the member must advise the client of his/her options. These include finding another decision maker of the same or senior rank that is more acceptable to the client, and/or exercising his/her



right to apply to the Consent and Capacity Review Board. Members are expected to assist clients in exercising their rights. If the therapist feels unable to do this, he/she should seek direction from the Association or contact an advocacy agency to provide advice to the client.

Substitute Decision Makers

Substitute Decision Makers (SDM) are individuals who make treatment decisions for individuals who are not capable of making them independently. In most cases, the individual will be a family member. The SDM is expected to act in the client's best interests and to make decisions that are consistent with the client's last known wishes.

The Health Care Consent Act sets out a hierarchy of substitute decision makers:

- an official guardian appointed by the courts;
- an attorney for personal care;
- a representative appointed by the Consent and Capacity Review Board to act for the client;
- a spouse, partner or relative in the following order:
 - Spouse or partner;
 - Child if 16 years or older or the custodial parent;
 - Parent who has a right of access;
 - Brother or sister; or any other relative.

In most cases, the Massage Therapist will speak with the client and/or family members to determine the highest-ranking individual to make treatment decisions for the client.



Summary Overview of Procedural Standards

Pre-Treatment Procedures

The Registered Massage Therapist,

- a. Performs a proper introduction: including but not limited to therapist name and qualification.
- b. Performs a health-intake assessment which can include but not limited to interview, gait, postural analysis, palpation, motion, neurological and appropriate tests.
- c. With consent, requests and reviews relevant health records from the client and from their medical team.
- d. Records information pertinent to the client and treatment.
- e. Communicates to the client treatment goals.
- f. Clearly communicates to the client how treatment will be performed, how to position themselves on the table and areas to be exposed.
- g. Records informed consent for treatment especially of the areas deemed sensitive such as chest, breast tissue, gluteals and groin. (Only perform breast and groin massage if proper training has been obtained.)
- h. Ensures window coverings are in place prior to client changing/dressing/start of treatment.
- i. Steps out of the room if client is to undress.
- j. Washes hands for a minimum of 15 seconds with hot running soapy water before treatment of the client.
- k. Knocks before entering the treatment room and wait for permission to gain access.

During Treatment

The Registered Massage Therapist,

- a. Communicates with the client intention and changes of intention throughout the treatment.
- b. Keeps some lighting at all times during the treatment.
- c. Only exposes the areas to be treated.
- d. Applies techniques, modalities and remedial interventions to which approved training and/or certification has been received within the CMMOTA definition of Massage Therapy.
- e. Applies all forms of listening skills.
- f. Avoids contact with anything other than the client's tissue and treatment equipment.
- g. Communicates to the client when the treatment session has ended.

Post Treatment Procedures

The Registered Massage Therapist,

- a. If client is undressed, steps out of the room to allow client privacy to dress.
- b. Washes hands for 15 seconds with hot running soapy water and washes the massage medium container.
- c. Reassesses the client where applicable.
- d. Provides self-care to the client where applicable.
- e. Cleans all modality/intervention/treatment equipment as specified by manufacturers/peer-established standards and/or current literature.
- f. Bills the client where applicable.
- g. Bids the client good-bye and reminds them of the next appointment.



- h. Completes treatment notes and stores them in a secure place.



Summary Overview of Professionalism Standards

Pre-Treatment Procedures

The Registered Massage Therapist,

- Provides their name, designation and intention during first-time introductions. (For example, "Hello, my name is John Smith, I am a registered massage therapist and will be your therapist today, please follow me.")
- Uses a private space for the health-intake interview and physical examinations.
- Gains informed consent from the client prior to start of treatment. (Ask clients to initial the consent document if necessary.)
- Communicates mainly within the boundaries of massage therapy and scope of practice.
- Explains billing and 'no-show' procedures.
- Explains therapy time allocation.

During Treatment

The Registered Massage Therapist,

- Covers windows and turns off electronic devices that would record the treatment session.
- Touches the client with therapeutic intent only.
- Communicates strictly within the boundaries of massage therapy.
- Gains verbal consent from the client when approaching areas deemed sensitive by the public.
- Works within the specified and agreed upon timeframe.
- Demonstrates a hygienic routine during treatment. (For example, avoid hand contact with other personal body parts and avoid skin contact with equipment not sanitized.)
- Communicates to the client the start and end of the treatment session.

Post Treatment Procedures

The Registered Massage Therapist,

- Reassesses or inquires of client's physiological state post session.
- Bills under the name of the therapist that performed that treatment and NO ONE ELSE.
- Where applicable, provides the client with a receipt containing the name of the therapist for that session, registration details (Association and Number), the location, date and duration of session, amount owed and paid by client.
- Provides a reminder (written or otherwise) of next treatment sessions.
- Allows enough time to clean and prepare for next client.
- Legibly documents all treatment information for that session and any incidences where applicable.

Ongoing Professional Procedures

The Registered Massage Therapist,

- Publicly displays licensing, registration and certifications as much as possible.
- Maintains collegial working relationships.
- Maintains work-related conversations in the presence and hearing of clients.
- Ensures data protection and confidentiality measures are being continually applied to client records.
- Ensures that all equipment is cleaned and maintained on a regular basis. A written record of all repair and maintenance activities must be kept.
- Demonstrates professional development by taking relevant courses.



- g. Provides or participates in mentorship programs.
- h. Reads and follows Association Bylaws and Policies.



1. COMMUNICATION AND CLIENT INTERACTION

Client Interview

Indication:

First time client, returning client, current client in need of treatment for an acute event and any other applicable time.

Competency:

Perform a comprehensive client interview within the time allocated.

Standard:

Quality Assurance

A detailed client interview must be taken to validate treatment, identify potential causes of the chief complaint, compensatory factors and concerns that may limit or inhibit treatment effects or create an adverse effect post treatment.

This client interview may augment a client intake form.

How to:

The Registered Massage Therapist,

- Uses both closed and open-ended questions to learn the following information from the client:
 - Past and current health status including but not limited to:
 - Trauma
 - Allergens
 - Confirmed Diagnoses
 - Undefined symptoms
 - Surgeries
 - Infections
 - Autoimmune reactions
 - Exercise, Diet and Activities of Daily Living
 - Reasons for seeking Massage Therapy
 - Previous interventions for any health issue including but not limited to:
 - Medications
 - Supplements
 - Exercise and Diet
 - Primary Health Care Practitioner recommendations
 - Alternative Health Practitioner Approaches
 - Results of attempted interventions
 - Personal health goals including but not limited to:
 - Short and Long-term goals
 - Treatment session goals²
- Applies active-listening skills to interpret non-verbal cues from the client
- With consent from client, legibly records all the information learned and stores it securely where it is easily accessible for future appointments with the respective client.



Benefit

- Builds trust between the client and therapist
- Allows for the development of an appropriate treatment plan
- Limits negative reactions to treatment due to undisclosed relevant health information

Safety/Contraindication

- Physical, emotional or psychological distress limiting accurate responses from the client
- Inadequate time for both the therapist and client

In these cases, the client interview should be deferred to a different time.



Informed Consent

Indication:

Before the application of any procedure or technique to new, returning or existing clients and any other applicable time when informed consent is necessary.

Competency:

Receive evidence of informed consent prior to the application of techniques.

Standard:

Quality Assurance

There must be documented evidence of informed consent received from the client to proceed with treatments from a Registered Massage Therapist. Sensitive areas (refer to glossary) may be specifically mentioned in order to receive informed consent.

How to:

The Registered Massage Therapist,

- Describes the technique to the client
- Describes where the technique will be performed
- Describes how the technique will be performed
- Explains the benefits of using the technique
- Describes potential side effects or risks associated with the use of the technique
- Asks if the client is willing to go through the procedure
- Documents the client's response
- Stores the information securely for future reference

Benefit

- Builds trust between the client and therapist
- Allows for the development of an appropriate treatment plan

Safety/ Contraindication

- Incapable clients: Caregiver or guardian consent is sought
- Physical, emotional or psychological distress limiting accurate responses from the client
- Inadequate time for both the therapist and client

Treatment should be deferred to a later date until informed consent from the client can be granted.



2. SAFETY

Infection Control

Indication:

When initiating touch of therapeutic intent, between clients, within a therapeutic space, when there is known contamination and/or potential cross-contamination pre and post treatment and during treatment and any other applicable time when infection control measures should be implemented.^{3,4}

Competency:

Habitual hygienic practice

Standard:

Quality Assurance

There must be a verbal/written infection control policy and procedures on-site.

How to:

The Registered Massage Therapist,

- Shows and wears clean clothing
- Washes their hands for at least fifteen seconds pre and post contact with clients
- Cleans the treatment equipment after every use as per manufacturer or health and safety standards
- Disinfects all surfaces that have come into contact with known or unknown pathogens
- Within the best of their ability, prevents cross-contamination from themselves to their client
- Organizes and cleans the general and treatment spaces
- Completes an incident report and informs clients when a communicable disease is within the environment and may potentially affect them
- Washes and disinfects contaminated linen separately from other laundry
- Animals in clinic space - follows guidelines as laid out by Alberta Health Services: <https://www.albertahealthservices.ca/assets/info/hp/ipc/if-hp-ipc-animals-hcf.pdf>

Benefit

- Limits the spread of disease

Safety

- Protective clothing and gloves should be worn when handling corrosive cleaning supplies
- Protective clothing and gloves when working with clients with communicable diseases



Physical Examinations

Indication:

Physical Examinations are indicated for all clients seeking Massage Therapy to resolve signs and symptoms.

Competency:

Perform a comprehensive physical examination making note of all relevant observations.

Standard:

Quality Assurance

Informed consent must be obtained from the client for the Registered Massage Therapist to proceed with any physical examination and findings must be accurately documented for future reference.

How to:

The Registered Massage Therapist,

- Notifies the clients ahead of time of the scheduling of a physical examination, duration and associated costs of the examination
- Schedules ample time and limits foreseeable interruptions during the client's physical examination
- Notifies the client of the benefits and possible side-effects that may be experienced following the physical examination
- Receives informed consent from the client to proceed with the physical examination
- Applies investigative procedures within the Massage Therapy scope of practice to the body including but not limited to:
 - Postural and gait analysis
 - Active, Passive, Resisted and Fatigue Range of Motion Tests
 - Palpation
 - Nerve Testing
 - Special Orthopedic Tests²
- Documents the objective findings legibly
- Communicates all examination findings to the client

Benefit

- Reveals known and unknown health imbalances in the client
- Ensures relevance of treatment plans
- Creates a benchmark for progress, reassessments and discharging the client
- Rules out conditions that need a referral to other health practitioners or diagnostic imaging

Safety/Precaution

- Conditions or contraindications that would cause the client to experience an adverse reaction following application of the investigative procedures



Pre and Post Treatment Procedures

Indication:

Whenever a client attends a Massage Therapy session

Competence:

Perform pre and post treatment procedures in a timely manner

Standard:

Quality Assurance

There must be an established procedure that extends to infection control, wellness checks, note-taking, communications, billing, scheduling and any other activities relating to the client before and/or after a treatment session.^{1,2,3,4,5}

Pre-Treatment procedure

How to:

The Registered Massage Therapist,

- Ensures the treatment room is hygienically prepared for the incoming client
- Ensures that equipment and supplies have been properly maintained and disinfected
- Ensures that treatment environment is private, secure and safe for the client
- Acknowledges and greets the incoming client
- Shows the client into treatment room
- Seeks pertinent information regarding the current and past appointments where applicable
- Physically examines the client
- Communicates the sessions goals
- Steps out of the room if the client must change or undress
- Knocks on the door and waits for a response to regain re-entry into the treatment room
- Clearly instructs the client on how to position themselves for the start of treatment

Post-Treatment procedure

How to:

The Registered Massage Therapist,

- Communicates the end of the treatment session to the client
- Re-evaluates the client to record if session goals were achieved
- Sets next session goals where applicable
- Selects and demonstrates home rehabilitative exercises where applicable
- Bills and reschedules client where applicable
- Shows client out and bids goodbye
- Washes hands and cleans treatment space
- Documents all relevant information pertaining to that treatment session (Please refer to Note-Taking)

Benefit



- Maintains consistency between appointments

Safety/Precaution

- Similar safety/precautions or augment as required when working with special populations
- Augment as required when dealing with communicable diseases



Treatment plans

Indication:

For every client seeking Massage Therapy for rehabilitation, that has completed a physical examination and has consented to beginning treatments or any other situation to which a treatment plan is requested.

Competency:

Develop a customized treatment plan for each client.

Standard:

Quality Assurance

The treatment plan must cover as many areas as pertains to the physical examination findings.

How to:

The Registered Massage Therapist,

- Asks their client their goals and devises a short-term and long-term goals-list that encompasses a positive therapeutic outcome for the client
- Develops the treatment plan from information from the interview and assessment findings
- Estimates, documents and honestly communicates to the client the length of time on average that it takes to achieve the agreed upon treatment goals
- Documents and communicates to the client the estimated number of treatments
- Documents and communicates to the client the frequency of appointments
- Documents and communicates to the client the expected duration of each session
- Determines and communicates to the client areas of focus, techniques and adjunct therapies to be used during the named appointments
- Recommends appropriate home rehabilitation activities to the client
- Schedules dates/times of reassessment
- Determines and communicates to the client prospective dates to be discharged from treatments ^{1,2,3,5}

Benefit

- Effectively manages the client's health
- Ensures efficacy of treatment or redirection when there is no change in symptoms



Charting

Indication:

For every client that has received any form of Massage Therapy service including but not limited to assessments, treatments, recommendations, referrals and advice or when documentation is required such as in incident reports, progress reports and/or discharge reports.

Competency:

Accurately and comprehensively documents therapist-client encounters for a paid or voluntary service offered.

Standard:

Quality Assurance

Massage Treatment notes must contain: the name of the client, date of service, type of service, techniques/recommendations applied or offered, duration of session, names or initials or signature of the therapist and any other relevant information to the Massage Therapy Session.

How to:

The Registered Massage Therapist,

- Organizes client information in any of the note-taking formats such as:
 - OPPQRST (Onset, Provocative, Palliative, Quality, Radiation, Site, Timing) of pain and Treatment plan
 - SOAP (Subjective, Objective, Application/Assessment/ Diagnosis, Plan)
 - APIE (Assessment, Plan, Implementation, Evaluation)
 - CARE (Client Condition, Action taken, Response, Evaluation)
 - PPALM (Purpose of Session, Pain, Allergies and Skin Conditions, Lifestyle and Vocation, Medical and Surgical Information) and Treatment Plan ^{2,6,7}
- Records client information as specified in the format chosen
- Ensures that treatment notes are completed within 24 hours of treatment
- Includes the client name, treatment date, time, and duration of session in the notes
- Records the Massage Therapy intervention in a manner that can be duplicated in future sessions
- Includes a key in the client's chart for any abbreviations used in the notes whether common or not

Benefit

- Easy retrieval of client files for Insurance Claims, Litigation, Workers Compensation Boards and other Health Care Practitioners
- Eliminates therapists stress and time wastage in the provision and review of old records by Third Parties
- Prevents inaccurate modifications when files are requested at a later date



Record Keeping

Indication:

For all client records including but not limited to client charts, incident reports, progress reports and/or discharge reports, insurance claims, legal documentation and diagnostic reports if kept separate from client charts.

Competency:

Storage and maintenance of client information as required by provincial and federal regulations.

Standard:

Quality Assurance

Records must be stored in a safe and secure environment to ensure physical integrity, logical integrity and confidentiality. There should be evidence that reasonable steps have been taken to protect the records from theft, loss, unauthorized use or disclosure, copying, modification and/or unauthorized disposal.

How to:

The Registered Massage Therapist,

- Stores client charts in a clean, safe, secure and dry place.
- Stores the record in a secure room or locked filing cabinet away from the public to ensure client confidentiality
- Backs up electronic records on a regular basis with the back-up copies stored in a secure, locked location
- Transfers and disposes off files in a secure manner and in accordance with any other requirements that may arise
- Accesses electronic records in a manner that maintains confidentiality of the client's personal information
- Releases the client chart or client's personal information only if express written consent from the client is received (Preferably signed consent)
- May or may not charge a fee for the release of the client chart
- Respects the FOIP Legislation with respect to the release of client information (Refer to the Liability Section at the beginning of the document)
- Keeps clients' charts for 10 years in an Unregulated Jurisdiction or 7 years in a Regulated Jurisdiction or longer if client is still under the therapist's care or there is injury claim associated with it

Benefit

- Easy retrieval of client files for Insurance Claims, Litigation, Workers Compensation Boards and other Health Care Practitioners
- Eliminates therapists stress and time wastage in the provision and review of old records by Third Parties



3. SKILLS

Draping

Indication:

For client treatments performed on skin where applicable.

Competency:

Able to expose an area of treatment and securely drape all other areas not receiving treatment at the time.

Standard:

Quality Assurance

When used, the drape stays in place securely for the intended time and purpose.

How to:

The Registered Massage Therapist,

- Communicates intent to the client and receives informed consent before undraping client
- Handles the drape firmly when transitioning through different treatment areas
- Requests verbal consent when undraping areas of the body deemed as sensitive
- Never works under the drapes
- Exposes the area to be treated and re-drapes the area after treatment
- Keeps all areas not receiving treatment draped unless client requests otherwise (CMMOTA holds a firm policy on keeping sensitive areas draped when not being treated)

Benefit

- Communicates, establishes and maintains a professional boundary in the therapeutic relationship

Safety

- None



Soft-tissue Techniques and Adjunct Modalities

Indication:

Conditions and/or structural and/or functional limitations created and maintained by soft-tissue imbalances.

Competency:

Able to identify the different types of soft-tissue, normal tissue texture and pathological signs embedded in the soft tissue.

Standard:

Quality Assurance

Soft tissue must be adequately warmed up before the application of the technique.

How to:

The Registered Massage Therapist,

- Receives informed consent from the client prior to the initiation of the soft-tissue technique
- Applies the five principles of Massage Therapy:
 - General to Specific to General
 - Superficial tissue to deep then back to superficial
 - Proximal to Distal then back to Proximal
 - Peripheral to Central to Peripheral
 - Treats the antagonist where applicable ^{1,2}
- Applies the appropriate technique for the tissue-type in question
- Stops treatment when there is evidence of tissue response
- Where applicable, applies hydrotherapy techniques and any approved adjunct modalities to facilitate soft-tissue recovery
- Avoids known local contraindications to soft-tissue techniques or modifies the techniques where appropriate

Benefit

- Strong positive therapeutic effect for the client

Safety

- Avoid treatment when known contraindications to the techniques are suspected or exist in the client



Home Rehabilitation Activities

Indication:

Where recovery and treatment intervention are enhanced by the client performing rehabilitative activities outside of the therapeutic environment.

Competency:

Recommend and demonstrate appropriate client self-care for the recovery of the condition or body system in question.

Standard:

Quality Assurance

Home rehabilitation activities must be prescribed with a frequency, intensity and duration and be re-evaluated after a designated period for correct application and efficacy.

How to:

The Registered Massage Therapist,

- Recommends client self-care at the appropriate stage of treatment
- Provides or recommends the tools to facilitate the activity
- Demonstrates the activity to the client
- Requests the client to demonstrate the shown activity back to the therapist
- Modifies rehabilitation activities to prevent further damage of compromised tissue
- Documents the activity prescribed to the client
- Appoints a re-evaluation date
- If applicable, appoints a date to discontinue the rehabilitation activity

Benefit

- Shorten recovery time
- Enhance a positive therapeutic outcome for the client

Safety

- Avoid recommendation where known contraindications to the rehabilitative position exist in the client



Treatment of Special Populations

Indication:

Clients legally or medically deemed as vulnerable and for whom Massage Therapy treatment plans, space and protocols must be modified to accommodate the vulnerability aspect. Examples include but are not limited to: pregnancy, infants, children, elderly, medical disabilities, terminal illness.^{4,5}

Competency:

Able to modify physical examinations, treatment positions and techniques yet ensure a therapeutic response in the affected tissue.

Standard:

Quality Assurance

Proper training and/or certification must be obtained for the treatment of conditions specific to special populations.

How to:

The Registered Massage Therapist,

- Easily identifies conditions specific to a special population
- Treats conditions within special populations for which they are trained
- Readily modifies and adapts treatment procedures and plans for special population clients

Benefit

- Ensures maximum therapeutic benefit to the client

Safety

- All safety precautions and contraindications when working with special populations apply



a) Pediatric Client Treatment Guidelines

Indication:

These guidelines are indicated for clients below 16 years of age or older than 12 months presenting with a symptom that can be treated within the Massage Therapy Scope of Practice.⁶

Competency:

Able to modify physical examinations, duration of sessions, treatment positions and techniques to ensure a positive therapeutic response in the affected tissue.

Standard:

Quality Assurance

Proper training and/or certification must be obtained for the treatment of conditions in the Pediatric Population.

How to:

The Registered Massage Therapist,

- Easily identifies whether the condition presented is specific to the pediatric population
- Always encourages parental/guardian supervision when working with the pediatric especially if it is the client's first treatment
- Thoroughly outlines areas of treatment, draping procedures and the client's right to terminate the treatment session
- Helps the pediatric client understand what is to be expected during the treatment
- Determines capacity of the pediatric client and if deems incapable, defers informed consent to the parent/guardian
- Treats conditions within special populations for which they are trained
- Readily modifies and adapts treatment procedures and plans for the pediatric client

Benefit

- Ensures maximum therapeutic benefit to the client

Safety

- All safety precautions and contraindications when working with special populations apply
- Unless otherwise prescribed, pediatric treatments are recommended not to exceed 30-45minutes⁶



b) Geriatric Client Treatment Guidelines

Indication:

These guidelines are indicated for clients over the age of 70 years presenting with a symptom/s that can be treated within the Massage Therapy Scope of Practice.⁶

Competency:

Able to modify physical examinations, duration of session, treatment positions and techniques to ensure a positive and not injurious physiological response in the affected tissue.

Standard:

Quality Assurance

Proper training and/or certification must be obtained for the treatment of conditions in the Geriatric Population. Treatment plans must take into consideration physical, psychological and socioeconomic factors affecting the client.⁶

How to:

The Registered Massage Therapist,

- Easily identifies whether the condition presented is specific to the geriatric population
- Establishes whether client is frail and inactive to avoid rigorous brisk techniques such as extreme spinal mobilizations⁶
- Establishes integrity of client's skin to avoid aggressive shearing techniques⁶
- Thoroughly outlines areas of treatment, draping procedures and the client's right to terminate the treatment session
- Helps the geriatric client understand what is to be expected during the treatment
- Determines capacity of the geriatric client and if deems incapable, defers informed consent to the caregiver or medical supervisory personnel
- Treats conditions within the special population for which they are trained
- Readily modifies and adapts treatment procedures and plans for the geriatric client
- Schedules ample time for the client's preparatory, transition and actual treatment time

Benefit

- Ensures maximum therapeutic benefit to the client

Safety

- All safety precautions and contraindications when working with special populations apply



c) Clients with Impairments Treatment Guidelines

Indication:

These guidelines are indicated for clients with impairments such as but not limited to visual, hearing, speech, mobility, self-care and cognitive.⁶

Competency:

Able to modify physical examinations, duration of sessions, treatment positions, techniques and space to ensure a safe environment for clients with impairments.

Standard:

Quality Assurance

Basic training and/or certification must be cover treatment modifications for clients with impairments.

How to:

The Registered Massage Therapist,

- Thoroughly outlines areas of treatment, draping procedures and the client's right to terminate the treatment session
- Helps the medically impaired client understand what is to be expected during the treatment
- Determines capacity of the client and if deems incapable, defers informed consent to a caregiver or the medical supervision team
- Treats conditions within the special population for which they are trained
- Readily modifies and adapts treatment procedures and plans for the client
- Schedules ample time for the client's preparatory, transition and actual treatment time

Benefit

- Ensures maximum therapeutic benefit to the client

Safety

- All safety precautions and contraindications when working with special populations apply



4. PROFESSIONALISM

Professional Boundaries

Indication:

At all times within the therapeutic setting.

Competency:

Maintain professionalism at all times in the therapeutic setting including but not limited to conversation, demeanor, time management, client interview, treatment, personal appearance and appearance of the therapeutic environment.^{4,5,6}

Standard:

Quality Assurance

Professional boundaries must exist in the therapeutic relationship and communicated to the client where applicable. The therapist must not engage in communication or activities that cross the client's physical, mental and emotional boundaries.

How to:

The Registered Massage Therapist,

- Dresses appropriately for a therapeutic setting
- Maintains professional conversations in the workplace
- Creates and maintains spatial and physical boundaries as relates to non-therapeutic touch
- Communicates clearly and seeks informed consent from the client before performing a technique that is in the client's personal space
- Is aware of transference and counter-transference red flags for appropriate action
- Documents legibly and accurately as per work-place policies when breaches of professional boundaries occur
- Reports serious breaches of professional boundaries to the appropriate authority

Benefits

- Educates service-users on what to expect in Massage Therapists work setting
- Minimizes professional misconduct in the workplace
- Limits client complaints about professional misconduct

Safety/Precaution

- Implement extra policies when working with minors, clients with developmental disabilities or other health disabilities and where the primary language and mode of communication is not understood by the registered massage therapist and/or client



Dual Designations

Indication:

Dual designation status is indicated when the therapist has more than one Canadian-recognized training and certification, licensing and/or registration applicable to the same client.

Competency:

Perform within the scope of practice of each designation safely as per training and certification.

Standard:

Quality Assurance

The Registered Massage Therapist must show evidence of actively preventing confusion that may arise from any overlap of the various designations in clinical practice.

How to:

The Registered Massage Therapist,

- Publicly displays and makes readily available training completion documents
- Performs techniques learned with the scope of practice of each designation
- Develops a clear policy for communication to clients and interested parties when one designation is used over another
- Creates separate appointments for clients seeking one or the other designation
- Creates a separate billing system for clients seeking one or the other designation
- Provides the client with an accurate billing receipt with the appropriate registration information for the service received
- Maintains a distinct documentation format and/or record system for each designation
- Reports to the relevant authority when there is use of a dual designation with fraudulent intent

Benefit

- Guards against fraud
- Provides clarity to third party inquirers such as insurance companies and legal teams



Referrals and Professional Collaborations

Indication:

In conditions and/or physical examination findings or self-care that warrant intervention outside of the scope of a registered massage therapist or where the health of the client fails to improve under the supervision of the registered massage therapist or in any other situation where referral and professional collaborations in the care of the client applies.^{7,8}

Competency:

Recognition of the Massage Therapy Scope of Practice and awareness of the restricted activities under the Provincial Health Professions Act.

Standard:

Quality Assurance

If applicable, referrals and involvement of a multi-disciplinary health team in the care of the client must be recommended to the client in a timely manner.

How to:

The Registered Massage Therapist,

- Communicates to the client the need for other professional involvement in the management of their health
- Within scope of practice, recommends experts that may participate in the client's recovery process
- Provides a progress report for the client to approach the recommended expert with
- With consent from the client, seeks a progress report from the recommended expert after an agreed upon time has elapsed
- Regarding medical and/or recreational Cannabis, and other related products that contain CBD or THC, the therapist is to direct referrals only to the client's primary physician.

Benefit

- Strong positive therapeutic outcome for the client



Conflict of Interest

Indication:

When the therapist stands to gain in more ways than outlined in the therapeutic relationship.

Competency:

Be able to identify, mitigate and declare a conflict of interest where it exists or is suspected in the Massage Therapy environment.

Standard:

Quality Assurance

There must be a declaration of a conflict of interest and reasonable effort applied by the Registered Massage Therapist to mitigate it in the work setting.

How to:

The Registered Massage Therapist,

- Acts within the confines of the therapeutic relationship
- Accurately declares imminent conflicts of interest to client and parties involved

Benefit

- Maintains trust in the therapeutic relationship
- Maintains trust in the work environment



Self-development

Indication:

For maintenance of professional registrations and licensing in Massage Therapy and to evolve as the industry and practice evolves.

Competency:

Recognize limitations of current practice and skills.⁵

Standard:

Quality Assurance

There must be evidence of periodic investment in relevant professional development.

How to:

The Registered Massage Therapist,

- Regularly performs an introspective audit of their training, skills, current professional experience and work environment
- Regularly perform an analysis of memorable events in their work history; both positive and negative
- Actively pursues ways to overcome obstacles around their professional growth
- Periodically attends CMMOTA approved workshops relevant to Massage Therapy
- Takes on tutelage opportunities to better themselves and/or for the purpose of developing budding massage therapists

Benefit:

- Improves service provision to new and existing clients

Safety:

- Avoid if potentially burnt out. Focus on regaining balance before additional self-development



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