



ANN Association
nationale des
naturopathes

NAN National
Association of
Naturopaths

PROFESSIONAL ETHICS REGULATIONS FOR MEMBERS

CODE OF ETHICS

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*This document uses third-person singular pronouns and possessives
for gender neutrality purposes.*

PURPOSE

The Professional Ethics Regulations for Members were established by the National Association of Naturopaths (NAN) to set out the duties and obligations of Association Members. The Regulations establish high standards of professional ethics to ensure effective oversight of the profession.

CHAPTER 1 – DEFINITIONS

NAN:

National Association of Naturopaths

Association:

National Association of Naturopaths

Membership Certificate:

A certificate issued by the National Association of Naturopaths certifying the status of members in good standing.

Client:

A person who receives professional services from a Member of NAN.

Regulations:

The Professional Ethics Regulations for Members, as established by the National Association of Naturopaths, or the NAN Code of Ethics, without distinction.

Service:

An action or service that consists in making available to a third person or a group of persons a technical or intellectual capacity.

Member:

Any member in good standing who performs a set of therapeutic acts in accordance with established naturopathic standards of, and who holds the qualifications required by, the National Association of Naturopaths.

CHAPTER 2 – GENERAL PROVISIONS

1. The Member is subject to the obligations and duties set out in the Regulations and cannot be exempted from these.
2. The Member must exercise their profession with competence, integrity, and loyalty.

3. The Member must exercise their professional obligations within the scope of their professional skills, knowledge, and means. Where necessary, they must undergo training, consult, or refer their Client to another professional.
4. The Member must exercise their profession with respect for human life, dignity, and freedom.
5. The Member must comply with the Quebec *Charter of Human Rights and Freedoms* (chapter C-12).
6. The Member has a duty to promote the well-being and health of individuals, both collectively and individually.
7. The Member must promote education and information in their field of practice.
8. The Member must ensure that anyone they employ or anyone who works for or with the Member complies with the Regulations.
9. The Member must not permit any other person, whether or not employed by the Member, to provide a Service on the Member's behalf.
10. The Member must comply with the measures of the health authorities in their jurisdiction. They must follow the prescribed instructions when required by law. For example, with respect to the Coronavirus (COVID-19), the Member must comply with instructions concerning safety, hygiene, safe distances, the prohibition of providing Services during lockdown, the wearing of a mask, visor, and/or other personal protective equipment, etc.

CHAPTER 3 – DUTIES AND OBLIGATIONS TOWARDS THE CLIENT

SECTION 1 – QUALITY OF PROFESSIONAL RELATIONSHIP

11. The conduct of the Member must be beyond reproach in regard to any person with whom they enter into a relationship in the exercise of their profession, whether physically, mentally, or emotionally.
12. The Member must seek to establish and maintain a relationship of trust with their Client.
13. The Member must not abuse the professional relationship with their Client. They must not attempt to take advantage of the Client's dependency or vulnerability. In particular, the Member must neither, while there is a professional relationship between them, have sexual intercourse with the Client nor make take actions or make comments of a sexual nature (see "Sexual Misconduct" section).

14. The Member must not interfere in the personal affairs of their Client on matters outside their area of expertise.
15. The Member must ensure that the Client will have access to therapeutic follow-up if they move, stop working, or give up their practice.

SECTION 2 – FREEDOM OF CHOICE AND CONSENT

16. The Member must respect the Client's right to consult another Member, professional, or qualified person. They cannot make any agreement whose effect is to undermine these rights.
17. The Member must, before any consultation or Service, obtain the Client's free and informed consent in writing, using the documents that NAN provides at the time of enrolment or annual renewal. Such consent must be kept in the Client's file.
18. The Member must ensure that the Client understands the nature of a Service and its consequences. They must at all times help the Client make their decision and must abide by it.

SECTION 3 – AVAILABILITY

19. The Member must not refuse to provide a Client with a Service on the grounds of race, color, sex, pregnancy, sexual orientation, marital status, age, religion, political beliefs, language, ethnic or national origin, social condition, or disability.
20. The Member must not terminate their Services to a Client unless they have just and reasonable grounds.
21. Just and reasonable grounds include, but are not limited to:
 - loss of the Client's trust;
 - the Client's lack of involvement;
 - a personality conflict between the Member and the Client that may jeopardize the success of a Service;
 - a conflict of interest;
 - the Client's incitement to perform acts that they know to be illegal, unfair, or fraudulent;

- the Client’s abusive behavior (e.g., threats or aggression);
 - the Member’s health or important family obligations;
 - retirement.
22. A Member who terminates the Services provided to a Client must inform the Client by giving them reasonable notice, if possible, and must refer them to another professional.

SECTION 4 – CONFIDENTIALITY AND PROFESSIONAL SECRECY

23. The Member must maintain the privacy of confidential information obtained in the exercise of their profession.
24. The Member must, among other confidentiality measures, not reveal that a person has used their Services. They must not take part in indiscreet conversations, including virtual exchanges.
25. The Member may only be released from professional secrecy with their Client’s permission or where required by law.
26. The Member must take reasonable measures to ensure that their employees, and any staff working for or with them, maintain the privacy of confidential information.
27. The Member must not use confidential information to the detriment of a Client.
28. The Member must not use confidential information for the purpose of gaining an advantage for themselves or for others.

SECTION 5 – OFFICIAL RECEIPTS

29. The Member who issues receipts to their Clients for the purpose of reimbursement by insurance companies:
- must complete and sign each receipt honestly;
 - is at all times responsible for the numbered official receipts provided by NAN, even in the event of theft or loss;
 - must exclude from the amount on the receipts any advice or sales of natural products or supplements. These costs must be borne by the Client and must not be part of the total fees to be declared to insurers;

- must never issue receipts to immediate family members, whether or not they live at the same address (including parents, children, and siblings);
- must never issue receipts for any group session, even if it is a consultation within the scope of their practice;
- must never issue receipts when payment for the consultation has been settled by a gift certificate. Because the certificate is a gift and has been paid by a third party, there is no need to issue an insurance receipt;
- must never sign a receipt for another person;
- must never add fictitious Services to the receipt so the insured person will receive more than the expenses incurred.

SECTION 6 – RECORD KEEPING AND ACCESS

30. The Member must keep the following information in every file:

- file opening date;
- the Client's name, address, and telephone number;
- their date of birth;
- the health questionnaire provided by NAN (or the Member's version provided it includes all the information requested in the NAN health questionnaire);
- a brief description of the reasons for the consultation and its date (all consultations must be recorded in the Client file);
- a description of the Services rendered (including the methods used) and their date;
- advice to the Client;
- annotations, correspondence, and other documents relating to the Services.

31. The Member must record in each Client file the time spent by them and, when appropriate, by their employees, all notes relevant to the consultation, as well as a copy of the bill and payment until they cease to provide Services to the person concerned by this file.
32. The Member must keep each file for at least five years from the date of the last Service rendered.
33. The Member must keep their active and inactive files in a room or piece of furniture to which access is restricted and which can be locked, making the files inaccessible.
34. The Member may use computers for file creation and record keeping provided:
 - The files are kept confidential.
 - Any note or report entered in a computerized file is identified with the name of its author.
 - The IT environment is highly secure (server, password, session locked when the Member is not using their computer, etc.).
35. The Member must respect the Client's right to consult the documents relating to them in any record that concerns them and to obtain a copy of these documents within a reasonable time.
36. The Member may charge a fee for the reproduction, transcription, or transmission of the requested documents. They must first inform the Client of the approximate amount payable.
37. When a Client removes a document belonging to them from the file that concerns them, the Member must insert in that file a note signed by the Client indicating the nature of the document and the date it was removed.
38. A Member who leaves their consulting room must take the necessary measures to safeguard their files.

SECTION 7 – CONSULTING ROOMS

39. The Member must set up their consulting room so that the identity and conversations of the persons within cannot be perceived or heard from outside this room.
40. The Member must provide or have access near their consulting room to a waiting room for their Clients as well as access to a bathroom for their Clients' use.

41. The Member must refrain from practicing in conditions, states, or places that may compromise the quality of their Services.
42. The Member must post their current NAN Membership Certificate in their waiting room or in their consulting room.
43. The Member must place in public view in the waiting room a current copy of the NAN Professional Ethics Regulations for Members.

SECTION 8 – COST OF SERVICES

44. The Member must post their Services and a fee schedule in the waiting room and in their office, in a location visible to the Client. The Member posting their fees must clearly state:
 - the exact amount of the applicable fees;
 - the period during which these fees are in effect;
 - the nature and scope of the Services included;
 - any additional Services that may be required and are not included.
45. The Member must display the payment methods in a place visible to the Client.

SECTION 9 – SEXUAL MISCONDUCT

46. The Member must respect the privacy of the Client's personal life and relationships.
47. The Member must not attempt to seduce or establish an intimate or romantic relationship with the Client while there is a professional relationship between them.
48. The Member must not engage in sexual fondling of any kind with the Client.
49. The Member must not engage in sexual activity of any kind whatsoever with the Client while there is a professional relationship between them, including full or partial intercourse, masturbation, or any genital, oral or anal contact.

50. The Member must, in particular, refrain from:

- sexually harassing or abusing the Client;
- asking the Client for sexual favors, or offering the Client sexual favors;
- making remarks with a sexual connotation, using sexually demeaning speech, or making degrading comments;
- commenting on the Client's physical appearance, including their clothing and sexual orientation;
- suggesting or guaranteeing that they can cure the Client's sexual problem or sexual dysfunction. If the Client admits such a problem or dysfunction, the Member must refer their Client to a clinical sex therapist who is a member of a professional corporation, association, or governing body;
- practicing or suggesting physical or energetic maneuvers that resemble sexual actions or gestures.

CHAPTER 4 – DUTIES AND OBLIGATIONS TOWARDS THE PROFESSION

SECTION 1 – DEROGATORY ACTS

51. The Member must fulfill their professional duties and obligations with dignity and in accordance with law. The Association considers the following, in particular, to constitute derogatory acts:

- negligent practice of the profession;
- performing an action that is not required or is disproportionate to the Client's needs or providing unwarranted Services;
- asking someone with insistence or repeatedly to use their Services;
- performing an action or activity reserved for another profession;
- illegitimately obtaining titles and qualifications and practicing fraudulently;
- using their status as a caregiver to take advantage of a Client's vulnerability;
- practicing under the influence of a psychotropic substance or another substance with similar effects, including alcohol;

- guaranteeing, even in good faith, a cure or remission;
- lying or concealing important information about their practice,
- charging for Services not provided, except gift certificates;
- failing to honor a gift certificate that is still valid and has been duly paid;
- issuing a receipt for tax or insurance purposes with incorrect information, including the nature of the Service, the amount, and the date such Service was provided.

SECTION 2 – CONTINUOUS EDUCATION

52. The Member must take at least 15 hours of continuous education training every year in a field related to their profession.
53. The Member must provide evidence of their continuous education to the Association at the time of their membership renewal.

SECTION 3 - RELATIONS WITH THE ASSOCIATION

54. The Member must behave with dignity, courtesy, respect, and integrity in their dealings with the Association.
55. The Member must pay their annual fee, which is non-refundable.
56. The Member must respond promptly to any request from a person appointed and mandated by the Association and any response must be complete and truthful.
57. The Member must respect any commitment made to the Association.
58. The Member must notify the Association of any Member whom they believe to be unfit, incompetent, or dishonest or whom they believe has breached the provisions of the Regulations.
59. The Member must not exert undue pressure or offer money or any other benefit for the purpose of influencing the Association or any person acting on behalf of the Association.
60. The Member must cooperate with the Association during inspection visits, whether or not announced.

61. The Member acknowledges that they are solely responsible for their practice.
62. The Association reserves the right to permanently or temporarily strike from its membership roll at any time or to fine a Member who fails to comply with the Regulations. A Member jeopardizes or loses their membership title in the following situations, among others:
- a serious breach of the Regulations, including the Continuous Education section;
 - professional negligence;
 - a refusal to permit an inspection, whether announced or not, by a NAN representative without valid grounds;
 - fraud;
 - failure to pay their membership fee;
 - any other grounds deemed unacceptable and detrimental to the profession.
63. The Association strongly recommends that its Members purchase professional and civil liability insurance.

SECTION 4 – INDEPENDENCE

64. The Member must avoid any situation that would place them in an apparent, potential, or actual conflict of interest.
65. The Member must disclose to the Association any conflict of interest that may affect the practice of their profession, whether apparent, potential, or actual. In this case, they must also propose a management plan that the Association reserves the right to accept or refuse.
66. The Member must not:
- obtain a financial advantage, notably by prescribing devices or products;
 - grant, in the practice of their profession, any advantage, commission, or rebate to any person whatsoever;
 - accept, as a Member, any commission, rebate, or material advantage with the exception of customary thank you gifts of modest value (\$ 40 or less) that are few in number.

SECTION 5 – RELATIONS WITH OTHER MEMBERS AND PROFESSIONALS

67. The Member must, in their relations with other Members and professionals, behave with dignity, courtesy, respect, and integrity. They must, in particular:

- seek to establish and maintain harmonious relationships;
- refrain from denigrating another Member or professional;
- refrain from harassing, intimidating, or threatening another Member or professional.

CHAPTER 5 – ADVERTISING

68. Advertising by or on behalf of the Member concerning the exercise of their activities must clearly identify the Member as the sole person responsible for those activities.

69. The Member must not advertise false or misleading information.

70. The Member must refrain from using their status to engage in undue or excessive selling.

71. The Member must keep a complete copy of any advertisement made by them or on their behalf, in its original form, for a period of three years following the date of its last publication or broadcast. Upon request, this copy must be submitted immediately to the Association.

CHAPTER 6 – USE OF THE ASSOCIATION’S BRAND IMAGE

72. The Member is permitted to use a reproduction of the Association’s current logo:

- in their correspondence;
- on their business card;
- on a poster announcing their practice and Services recognized by the Association.

73. A Member who uses the Association's brand image must ensure that such reproduction conforms to the original held by the Association.