

**MASSAGE THERAPIST INFORMATION KIT
2012
Provided by the
Association of New Brunswick Massage Therapists Inc. (ANBMT)**

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The Massage Therapist Information Kit is intended to provide ANBMT members with information about the Association as well as certain aspects of the profession of massage therapy in New Brunswick. The information provided in this Kit is relative to the date of publication and is subject to change. The ANBMT website at www.anbmt.ca/ will have the most up-to-date information as well as the latest versions of any form.

A. INTRODUCTION

The ANBMT was created in 1989 and has been incorporated since 1994 as an organization representing massage therapists in the province of New Brunswick.

The ANBMT has an elected Board (see section: **D. Committees** in this Kit) as well as a Constitution, Bylaws, a Code of Ethics and a set of Policies (see **Appendices A, B, C and D**), which establish the Scope of Practice and ethical considerations for its members. The ANBMT also has an Executive Director who is in charge of the day-to-day operation of the association.

Blue Cross and other extended healthcare insurance plans recognise ANBMT members as registered healthcare providers if they are also members of the College of Massage Therapists of New Brunswick (CMTNB).

In its effort to constantly improve the massage therapy profession in New Brunswick, the ANBMT played a major role in the development of massage therapy legislation and ventures to increase the credibility of the profession. We also stay in contact with the CMTNB to ensure that our members are recognised as providers of massage therapy services.

In addition, the ANBMT offers its members a variety of services such as:

- Job directory.
- Mentorship Programme.
- Organisation of a wide variety of courses and workshops in order to ensure the professional development of its members and a cost effective way for them to earn continuing education units.
- Referral site for people interested in locating a massage therapist in their area.

B. MISSION STATEMENT

It is the mission of the ANBMT to:

- Promote the science, art and philosophy of massage therapy.
- Represent its membership before governmental and regulatory bodies concerned with massage therapy.
- Foster and encourage professional growth and high standards of practice among its members.
- Encourage a high standard of education for massage therapy students.

C. ANNUAL GENERAL MEETING

The ANBMT holds an annual general meeting (AGM) each November, as well as general meetings, as needed. The AGM and general meetings are managed using *Perry's Call to Order*, by Herb Perry.

In addition, the Executive Committee meets on a regular basis to discuss current ANBMT business.

D. COMMITTEES

The Executive Committee consists of four (4) elected members, the President, Vice- President, Treasurer and Secretary as well as the Past-President who holds a position of advisor to the President. Elections for the Executive take place at the AGM. The President and Vice-President are elected every even numbered year (e.g. 2010) and the Secretary and Treasurer are elected every odd numbered year (e.g. 2011), unless otherwise required.

The day-to-day business of the ANBMT is handled by the Executive Director, which is a paid position and does not possess any voting powers regarding executive decisions or for AGM purposes.

The current ANBMT Executive, the other Committees as well as the Executive Director may be found at the ANBMT website at www.anbmt.ca, under Members / Board of Directors.

All members of the Executive Committee, the Executive Director as well as any other Committee members may be contacted by email at: anbmt@anbmt.ca

There are many committees that need volunteers. Please contact us if you are interested in helping out with your association.

Rewards Programme for ANBMT Volunteers

The ANBMT has adopted a rewards programme for members who volunteer on the ANBMT Board or Committees.

Each permanent volunteer is entitled to a \$100.00 rebate on a course or workshop of their choice organised and sponsored by the ANBMT per membership year and per committee. Mentors are only granted one \$100.00 rebate per membership year, regardless of the number of mentees they instruct.

Non-permanent volunteers, (e.g. AGM volunteers), are granted a rebate up to a value of \$100.00, on a course or workshop held at the AGM immediately following the membership year in which they are volunteering.

E. MEMBERSHIP/INSURANCE FEES AND PAYMENT

Membership

- The ANBMT membership year extends from 1st October to 30th September of the following year.
- Renewal of membership takes place in September of each year.
- **Payments received after the date of Membership Renewal of 30th September will be subject to a \$30.00 late fee.**

Membership fees may be found in the Fees Table at www.anbmt.ca/ under Members / Membership Fees or by contacting the ANBMT.

Active membership: all active members are required to carry professional liability insurance (see **Insurance** for details).

Inactive membership: a member can only become inactive after having been an active member for a period extending to the next payment date, (maximum one (1) year).

Initial active membership: fees are prorated; please see the Fees Table at www.anbmt.ca/ under Members / Membership Fees.

Student membership: the student membership fee is \$50.00 and covers the period up to the initial date of graduation indicated on the application form. Please note that if you register as an active member with the ANBMT within six (6) months after graduation, the \$50.00 student membership fee will be applied to your Active membership fee.

Insurance

- ANBMT members can subscribe to occurrence-based professional liability insurance (also known as PLI, Malpractice Liability or Errors and Omissions Insurance) from Lackner McLellan Ltd and pay the fees for the insurance at the same time as renewing their membership (N.B. Do **NOT** make any payments directly to Lackner McLellan Ltd)
- All active ANBMT members are required to carry professional liability insurance.
- All active ANBMT members are required to obtain their professional liability insurance through the ANBMT from Lackner McLellan Ltd.
 - o If a massage therapist applying for membership with the ANBMT currently has professional liability insurance coverage through another carrier, the ANBMT grants a *grace period* to allow for that insurance coverage to expire. However, upon expiration, the member is required to purchase professional liability insurance from Lackner McLellan Ltd through the ANBMT
 - o If a member has professional liability coverage from a provider other than the one through ANBMT, he or she is required to supply information on this provider, the type of insurance and amount of coverage. Failure to do so may result in suspension of the membership.

Additional information about professional liability insurance may be obtained from **Appendix F** or the ANBMT website at www.anbmt.ca/ under Forms / Insurance Registration/Renewal and LACKNERMCLELLAN Insurance information, where you can also find the Renewal Form. Do **NOT** make any payments directly to Lackner McLellan,

To learn more about occurrence-based insurance, please go to Section **M: Insurance for you and your practice** in this document.

Please note that, while Lackner McLellan Ltd professional liability insurance applies Canada-wide and may even offer an endorsement to include coverage for cruise ships, it is strongly advised to inform Lackner McLellan Ltd if you want to practice outside of New Brunswick.

Payments

IMPORTANT NOTES REGARDING PAYMENT

- Please make **ALL** dues payable to “ANBMT”; including for professional liability insurance from Lackner McLennan Ltd. This is a **combined payment**.
- Payment within Canada may be done using a personal cheque. An NSF (non-sufficient funds) administration fee of \$20.00 will be charged for cheques returned to the ANBMT. If your payment comes from outside of Canada (e.g. United States), please make the payment using a money order in \$can (Canadian banks do not accept foreign personal cheques).
- In the past, the ANBMT has been lenient with members who did not pay their membership and insurance dues on time. Please be advised that our current policy is to strictly enforce the set membership renewal date of 30th September. Members who have not renewed their ANBMT membership and Lackner McLennan Ltd insurance (or provided proof that they have alternative insurance requiring a copy of that policy) by the set renewal date of 30th September will be charged an administration fee of \$30.00. There will be no exception.
- If you would like to pay your fees using PayPal, please click on “Buy Now” in the column in the appropriate row(s) in one of the Tables at www.anbmt.ca/ under Members / Online Payment and follow the instructions.
- Members who utilise PayPal **MUST** send or fax a completed membership renewal form to the ANBMT, indicating that they paid using PayPal.
- The ANBMT is not setup to process credit card information other than through PayPal. So please do **NOT** send us your credit card coordinates.
- If you pay by cheque, please send the payment along with your filled-out membership renewal form to the ANBMT.
- You may also drop off the cheque and form at the ANBMT drop off box at 440 King Street, Suite 625 (Kings Place). Please be advised that this is only a drop off box; there is no permanent presence at this location.
- **Contact Information:**

ANBMT
PO Box 323

Stn A
Fredericton NB
E3B 4Y9
Fax: 506-451-8173
Email: anbmt@anbmt.ca
Website: www.anbmt.ca

F. CONTINUING EDUCATION UNITS

The Continuous Education Unit (CEU) programme is now administered by the CMTNB.

Information regarding the CEU programme may be found on the CMTNB website at: <http://www.cmtnb.ca/policy-position-statements/>

Reporting forms may be found at: <http://www.cmtnb.ca/ceu-recording-forms/>

Before sending in the CEU reporting form, make a copy for your records (or in case it gets lost in the mail!)

See Appendix G for CEU Categories and Case Studies.

G. MENTORSHIP PROGRAMME

The ANBMT is providing a mentoring programme to offer supportive services to therapists who have questions or require guidance within the practice of massage therapy. The goal of the programme is to encourage and support personal and professional growth for its members.

Matching new members with experienced therapists will aid in the development of confident, self-sufficient, successful members of the massage therapy profession, as well as, to the community. Some supportive services include hands-on technical knowledge, therapeutic relations, business management, and social support.

One of the ANBMT's mission statements is to foster and encourage the professional growth of its members. We believe that our mentoring programme will support this role and encourage our members to achieve their maximum potential throughout their career in the Massage Therapy field.

If you are looking for support and would like to be mentored, just apply to the programme and the committee will find a match for you in your area. Your mentor will have at least 3 years of experience in the Massage Therapy field and will be available to you for a period of six months. A "Mentee Application Questionnaire" may be found in **Appendix I** or on the ANBMT website at www.anbmt.ca/ under Forms. It can also be faxed, emailed or mailed to you on request. Once filled out, please send it or fax it to the ANBMT.

While you may not have the qualifications to become a mentor quite yet, we encourage you to read the “Mentor Application-Questionnaire” (**Appendix J**) for future consideration and to show the type of requirements the ANBMT expects from its mentors.

H. MASSAGE THERAPY BROCHURES

Several brochures and information fliers are available to ANBMT members. All brochures can be found on the ANBMT website for your use: www.anbmt.ca/ under the heading Forms / Brochures.

Please note that if you promote the ANBMT at a particular event, you may use these brochures for your presentation. You may also borrow the ANBMT banner and “Information Board”. You can view copies of these brochures within **Appendix K**.

Following brochures are available

- Massage Therapy: A Brief Introduction for Medical Practitioners
- ANBMT Membership (this is a similar brochure to the one above but aimed at the general public)
- Student Brochure
- What is Massage Therapy? (not available through download)

Please note that all brochures are available in both English and French.

I. ETHICS

As a healthcare professional, you have a duty to act in the best interest of your clients.

The Code of Ethics defines the rules and standards, which allow you to fulfil this duty in a consistent manner.

Code of Ethics of the ANBMT

You may find the Code of Ethics of the ANBMT in **Appendix C**. The Code of Ethics of the CMTNB may be found at: <http://www.cmtnb.ca/code-of-ethics/>

Examples of ethical issues or dilemmas to be avoided

- 1- Practicing beyond your scope
- 2- Breach of confidentiality
- 3- Sexual misconduct
- 4- Misrepresenting your educational status
- 5- Financial (not claiming cash revenue)
- 6- Exploiting a power imbalance

- 7- Misleading claims of ability to heal or cure
- 8- Dual relationships
- 9- Misleading advertising
- 10- Human rights violations
- 11- Treating family members on an insurance claim
- 12- Making referrals and receiving a kickback

How to deal with an ethical dilemma

To determine your course of action, you should first, figure out:

- 1- Who are the people affected?
- 2- What are the facts?
- 3- Are there legal issues to be addressed?
- 4- What are your obligations/responsibilities?
- 5- What are your options?
- 6- Who should act, and when?

Ethics and Technology

In this day and age, technology in the form of emails, Facebook or other electronic media, has invaded our lives like never before. **Appendix L** outlines 34 ways a massage therapist could get into trouble with technology.

Keep in mind that there are usually no simple answers to an ethical issue. Many people may be affected by a particular action. Discuss this issue with another massage therapist (remember to keep confidentiality) and decide whether your course of action will ensure that you act in the best interests of your client, and maintain your ethical standards. When in doubt, please contact the ANBMT or the CMTNB.

J. NEW BRUNSWICK LAWS AFFECTING MASSAGE THERAPISTS

There are many laws that affect the operation of your business as a massage therapist. These laws may relate to municipal zoning, health and safety, fire regulations, income tax, corporate reporting, business name registration, etc.

However, there are very few laws that affect you as a healthcare professional. Here are some of the most important ones:

1. The so-called “Good Samaritan” Law

In New Brunswick you are not required to stop and help someone in danger or in need of medical assistance.

There is no law that compels you to help. You can walk past them without breaking any laws. However, if your client or someone in your clinic is in need of medical help, you must act reasonably to assist them. This is because you are in a position of responsibility regarding people in your clinic.

2. Family Services Act

The complete Act can be read at: <https://releve.canlii.org/en/nb/laws/stat/snb-1980-c-f-2.2/latest/snb-1980-c-f-2.2.html>

Section 30 imposes an obligation on all health professionals to report to the Minister of Health any information causing them to suspect that a child has been abandoned, deserted, physically or emotionally neglected, physically or sexually ill-treated or otherwise abused. Failure to do so may result in the prosecution of the health professional for an offence under the legislation.

Sections 34 and 35 do NOT impose an obligation on health professionals, but rather make it optional for health professionals to report neglect or abuse of elderly or disabled persons to the Minister of Health. There is no penalty for non-reporting, because there is no obligation to report.

Since it is not obligatory to report neglect or abuse of elderly or disabled, you will have to consider under what circumstances you would choose to report information regarding abuse or neglect of such clients. One aspect to take into consideration before you make a report, is the possibility of violating your obligation to maintain confidentiality regarding your clients.

You may find the relevant excerpts from Sections 30, 34 and 35 in **Appendix N**.

3. Medical Consent of Minors Act

The complete Act (and in particular sections 1, 2 and 3) can be read at: <http://www.canlii.org/en/nb/laws/stat/snb-1976-c-m-6.1/121160/snb-1976-c-m-6.1.html>

The Medical Consent of Minors Act states that 16 is the age of consent for medical treatment despite the fact that the age of majority in New Brunswick is 19.

However, even a client who is less than 16 years of age can give consent in certain circumstances. In general, if a client is under 16 years of age, he or she can consent, as long as there is a proper opinion from a medical practitioner, dentist, nurse practitioner or nurse who is providing care for the client.

In spite of this option for massage therapists to obtain consent for treatment from clients under 16 years of age, it is strongly recommended that with any client under 19 years of age, parental consent be obtained in addition to the consent of the client.

4. Treating persons who are incapacitated

The relevant sections are:

Sections 56 to 58 of the Property Act (http://laws.gnb.ca/en/showdoc/cs/P-19/ga:s_56#anchorga:s_56) and

Sections 40 to 44 of the Infirm Persons Act (<http://www.canlii.org/en/nb/laws/stat/rsnb-1973-c-i-8/latest/rsnb-1973-c-i-8.html>)

In order to obtain consent for treatment from a client who is, or who has become, incapable of giving consent, such as a client who has developed Alzheimer's disease and no longer has the mental capacity to give consent, you must obtain consent from your client's **properly authorized** legal representative.

You must obtain from your client, or his or her representative, a copy of a Power of Attorney. A standard form of a Power of Attorney (including the section on personnel care) may be found in **Appendix N**. Keep a copy of the Power of Attorney in your file. If you are not certain as to whether your client is incapacitated, ask his or her representative to provide you with a written opinion from a doctor.

Make sure that the Power of Attorney includes the following paragraph:

“I, the said JOHN DOE do also hereby appoint ABC WXYZ to make any and all personal care decisions on my behalf in circumstances when I am mentally or physically incapable of making such personal care decisions for myself, including: without limiting the generality of the foregoing, decisions concerning the application or withholding of any and all types of medical treatment and care (including treatment or care the application of which would or could prolong my life and the withholding of which would or could hasten my death) and decisions concerning my placement in a long term care facility.”

If the above paragraph is not included, the representative has NOT been given authority to make healthcare decisions.

In rare cases in which your client had not signed a Power of Attorney prior to becoming incapacitated, it will be necessary for your client to obtain a Court Order to appoint a representative. In such cases you should keep a copy of the Court Order in your file, and **take instructions only from the person appointed under that Court Order.**

5. Personal Information Protection and Electronic Documents Act (PIPEDA)

This law came into effect on 1st January 2004 and applies to all commercial activity in Canada, unless a province has similar privacy legislation. New Brunswick adheres to the PIPEDA.

All businesses must adhere to the following 10 principles:

- 1- Accountability
- 2- Identifying purposes
- 3- Consent
- 4- Limiting collection
- 5- Limiting use, disclosure and retention

- 6- Accuracy
- 7- Safeguards
- 8- Openness
- 9- Individual access
- 10- Challenging compliance

The law can be read at: <http://laws-lois.justice.gc.ca/eng/acts/P-8.6/>

You need to designate a privacy official in your office and make sure that this person's name is known internally and externally. You need to review your current collection of private information including how and why it is collected, where and how is it secured, who has access to it, to whom is it disclosed, and when is it destroyed.

You must develop written policies and procedures regarding personal information, inform and train staff on policies and procedures, and make the information available to the public through websites, brochures, etc.

Appendix O presents general information on PIPEDA, as well as the ACTM Privacy Policy and a step-by-step guide to building a privacy plan for your business from the Office of the Privacy Commissioner.

It is extremely important that you have a policy in effect in your clinic, and that you make it available to the public.

6. Human Rights Act

The prohibited grounds of discrimination are as follows:

- 1- Race and colour
- 2- Religion
- 3- National origin, ancestry and place of origin
- 4- Age
- 5- Physical or mental disability
- 6- Marital status
- 7- Sexual orientation
- 8- Sex
- 9- Social condition
- 10- Political beliefs or activity

Remember that as a massage therapist, you cannot refuse to treat a client, or discontinue treatment of a client, based upon any of these grounds.

7. New Law affecting Limitation Periods for Legal Proceedings

As of 1st May 2010, a new law in New Brunswick extends the time limit a person can sue. The new limitations are as follows:

- Two years from the date the wrong was discovered; or
- Fifteen years from the date on which the act or omission occurred.

Given this later stipulation, client files should be kept at least 16 years following the last treatment. For more information, you can read the article provided by

McInnes Cooper

<http://www.mcinnescooper.com/publications/nbs-new-limitation-periods-effective-may-1-2012/>

Stewart

McKelvey:

<http://www.stewartmckelvey.com/en/home/resources/publications/clientupdateremindernewbrunswicklimitationofaction.aspx>

The Act may be read at: <http://www.canlii.org/en/nb/laws/stat/snb-2009-c-1-8.5/latest/snb-2009-c-1-8.5.html>

Further information regarding records may be found at the CMTNB website under: <http://www.cmtnb.ca/policy-position-statements/>

K. INCORPORATION AND HST

There are four principal reasons for incorporation:

- 1- Limited liability – the company is a legal entity separate from you.
- 2- Tax savings.
- 3- Perpetual existence.
- 4- Prestige and credibility.

It is important that you consult with your accountant and lawyer prior to making a decision regarding incorporation.

Information on the Corporate Registry may be found at:

<https://www.pwx1.snb.ca/snb7001/e/2000/2500e.asp>

If you decide to incorporate

Following are some considerations regarding the process, costs and duties of a corporation:

- Reserve name for 90 days with a name search agent (\$50.00 to \$70.00), (for more details see: <https://www.pwx1.snb.ca/snb7001/b/1000/CSS-FOL-SNB-45-0004B.pdf>).
- Complete Forms 1, 2 and 4.
- File forms electronically (\$262.00) or by paper (\$312.00).
- Buy company seal and minute book (\$150.00).
- File annual returns with NB (\$60.00/year).
- File annual income tax return with CRA.
- Hold annual meetings.
- Be subject to public disclosure of certain information.

More information regarding incorporation is available from Service New Brunswick at:
<https://www.pwx1.snb.ca/snb7001/b/1000/CSS-FOL-SNB-45-0002B.pdf>

If you decide not to incorporate

You may want to register a business name. This can usually be done without the assistance of a lawyer.

Following are some considerations in the process, costs and duties of business name registration:

- Reserve name for 90 days with a name search agent (\$50.00 to \$70.00), (for more details see: <https://www.pwx1.snb.ca/snb7001/b/1000/CSS-FOL-SNB-45-0004B.pdf>).
- Complete Form 5.
- File forms electronically or by paper (\$112.00).
- No company seal or minute book required.
- No filing of annual returns. Registration valid for 5 years.
- No filing of annual income tax return with CRA.
- No requirement to hold annual meetings.
- Still subject to public disclosure of certain information.

More information regarding business name registration is available from Service New Brunswick at: <https://www.pwx1.snb.ca/snb7001/b/1000/CSS-FOL-SNB-45-0003B.pdf>

H.S.T. Registration

If you have revenue of \$30,000.00 or more per year, you must register, collect and remit HST to Canada Revenue Agency (CRA).

If you have incorporated a company, call CRA at 1-800-959-5525 and give them the business number (BN), which you received when you incorporated. An HST number will be issued to you “in real time” on the phone.

If you operate as a sole proprietorship or under a business name (not incorporated), call CRA at 1-800-959-5525 and give them your social insurance number and estimate of yearly sales. An HST number will be issued to you “in real time” on the phone.

For in-depth information, you may visit the following sites:

<http://www.cra-arc.gc.ca/E/pub/gp/rc4022/rc4022-16e.pdf>
<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/gst-tps/gnrl/menu-eng.html>

L. EMPLOYMENT CONTRACTS

For a contract to be binding there must be:

1. An offer.
2. An acceptance of the offer, with certainty as to the necessary parts of the contract.
3. Consideration, typically through some monetary payment.

A verbal contract can be just as strong, binding and enforceable as a written contract, and can be made in person or even by telephone.

So, ask lots of questions, seek clarification, and take time to ask others (including your lawyer) for advice, expertise and input. **Appendix P** presents a sample Employment Contract.

Common misconceptions (excerpt from “The Body Politic” Feb/05 Vol. 3 No. 1 – Pam Fitch)

1. If a contract isn't fair, then it isn't legal.
It is legal, unless you are being asked to do something that is illegal.
2. If you don't understand the contract, then you can break it later.
If you sign it, you are bound to it, so ask all of your questions before you sign.
3. If your employer requires you to do something contrary to your Code of Ethics and Standards of practice, the employer should be reported to his or her college.
Not necessarily. The employer may not understand your ethics and standards.
4. If you receive an offer, you should sign it immediately.
A good employer will insist that you take the draft contract with you and take some time to think about it.

Are you an employee or are you self-employed?

A person who is self-employed is often referred to as an independent contractor. Your employment status can have an impact on how a worker is treated under other legislation such as the *Canada Pension Plan*, the *Employment Insurance Act*, and the *Income Tax Act*.

Three areas help determine the status:

1. Who controls your schedule?
If the Massage Therapist dictates when he/she will work, he/she is probably self-employed. If your clinic owner sets the schedule, you are probably an employee.
2. Who supplies the materials to be used by the massage therapist?
If the Massage Therapist supplies the linens, table, oils, laundry service, etc., the Massage Therapist is probably self-employed.
3. If a client does not pay, who is responsible?
If the Massage Therapist is paid for that treatment, the Massage Therapist is probably an employee.

Information on this topic can be obtained from any Revenue Canada Office (publication RC4110(E)) or over the Internet at: <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-15e.pdf>

To determine whether you are an employee or an independent contractor you may also consult **Appendix Q**.

If you are hiring a massage therapist or are considering working for someone as a massage therapist, the following are some parts of your employment contract that you should consider:

1. Get it in writing!
2. Proper names of parties
 - Authority of signor
 - Personal guarantee if corporate employer
3. Effective start date and termination date, if any.
4. Probationary period (3 months?)
5. Site(s) of work to be done.
6. Type(s) of work to be done and not done – hydrotherapy, chair massage, corporate massage, acupuncture, volunteering, etc.
7. Hours of operation (including requirements to work evenings or on weekends)
8. Equipment and services to be supplied by employer/employee:
 - Designated treatment room
 - Table
 - Linens
 - Oils
 - Business cards
 - Laundry and cleaning
 - Receptionist
 - Booking clients
 - Billing
 - Accounting
 - Record keeping/file management
 - Banking
 - Parking
 - Advertising and signage (newspaper announcement of new employee?)
 - Office insurance on contents and for general liability
 - Professional liability insurance
 - Health care insurance
 - Life insurance
9. Financial Arrangements
 - Fee split (e.g. 60% therapist - 40% clinic)
 - Base and ceiling rent (e.g. \$300.00 plus 50% of fees to \$1,000.00 per month)
 - Weekly, bi-weekly or monthly paycheques
 - Commencement date of paycheques (e.g. 2-week delay)
 - Paid based on bills issued or based on bills paid?
 - Option for direct billing vs. client paying?
10. Exclusive employer?
11. Exclusive employee?
12. Right to sublease your space to another therapist approved by the clinic

13. Non-competition Agreement

Appendix P presents a sample precedent for a simple employment contract. Note that the content of the contract will need to be adapted to address the items noted above.

Information regarding Canada Revenue Agency may be found at:

<http://www.cra-arc.gc.ca/menu-eng.html>

M. INSURANCE FOR YOU AND YOUR PRACTICE

- All active members are required to carry professional liability insurance
- ANBMT members can subscribe to occurrence-based professional liability insurance from Lackner McLellan Ltd and pay the fees for the insurance at the same time as renewing their membership.
- All active ANBMT members are required to obtain their professional liability insurance through the ANBMT from Lackner McLellan Ltd.
- Additional information about Professional Liability Insurance may be obtained from the ANBMT website at www.anbmt.ca under Forms / Insurance Registration/Renewal.

Note: the CMTNB requires its active members to carry professional liability insurance on occurrence basis.

Occurrence-based professional liability insurance: e.g. you practiced until December 2006 at which point you retired and stopped carrying professional liability insurance. While you were practicing, you were covered by an occurrence-based professional liability insurance policy. In 2007, a former client of yours decides to sue you because of an incident that happened in September 2006. Because you were insured with an occurrence-based insurance at the time of the incident, the insurance company which provided the coverage at the time will take care of the lawsuit.

Claims-based professional liability insurance: e.g. you practiced until December 2006 at which point you retired and stopped carrying professional liability insurance. While you were practicing, you were covered by a claims-based professional liability insurance policy. In 2007, a former client of yours decides to sue you because of an incident that happened in September 2006. Because you stopped carrying insurance when you retired, you are no longer covered by the insurance policy you had when the incident happened. In order to continue to be covered, you would need to continue to carry claims-based insurance even after you stopped practicing.

Following are various types of insurance:

- 1. Professional Liability Insurance** – provides coverage for your negligence in the actual practice of massage therapy. This can be occurrence-based or claims-based, and is commonly known as Errors and Omissions Insurance. All active ANBMT members are required to carry professional liability insurance from Lackner McLellan Ltd through the ANBMT.

2. **Identity Theft Insurance:** this is NOT included in the Lackner McLellan Ltd insurance policy. However, in today's world, this is a worthwhile insurance to have.
3. **Comprehensive General Liability ("CGL")** – covers claims arising from injuries suffered by visitors to your office.
4. **Tenant's Legal Liability** – covers you for damage to the premises you are renting.
5. **Contents Insurance** – covers damages to or loss of anything in your office in case of fire, theft, water damage, etc. Your Lackner McLellan Ltd includes a \$2500 Office Protection Coverage.
6. **Business Interruption** – covers expenses and lost income if your office becomes unusable. This is included in your Lackner McLellan Ltd Office Protection Coverage to a maximum of \$2500.
7. **Computer Coverage** – covers hardware & software.
8. **Auto Insurance** – if your car is used for business, make sure your insurer knows this.
9. **Life Insurance** – helps your survivors to pay debts, funeral expenses, taxes, etc.
10. **Disability Income** – provides an income stream if an accident renders you unable to practice (see **Appendix R**). You may contact Laura Lee Kenny, CFP at llkenny@nbnet.nb.ca for information on Disability Income and Extended Health Insurance.
11. **Extended Health** – provides coverage for medical expenses not covered by Medicare, such as prescriptions (see **Appendix R**). You may contact Laura Lee Kenny, CFP at llkenny@nbnet.nb.ca for information on Extended Health Insurance.
12. **Group Health Plan** – this is an Extended Health programme provided to ANBMT members (**Appendix S**). Please contact Marcel Pinet, President of East Coast Care for information on a comprehensive group health plan that was developed by East Coast Care with Medavie Blue Cross in August 2006, and was designed specifically to meet massage therapists' health needs. E-mail: eastcoastcare@nb.aibn.com or by phone (506) 545-6644 OR Toll Free: 1-888-245-3211.
13. **Travel Medical** – out of Province travel.

N. MOTOR VEHICLE INSURANCE IN NEW BRUNSWICK

The Section B fund is the primary source of funding that injured persons use to pay for massage therapy services. As such, even if your client has a “no frills” policy of car insurance, he/she will still have up to \$25,000.00 for rehabilitation costs such as massage therapy.

See **Appendix T** for FAQ about Automobile Insurance in New Brunswick.

Please note that the information provided in this Appendix is intended as a general guide. For specific advice about your client's situation, he/she should speak with his/her insurance representative and with you.

O. MEDICAL-LEGAL REPORTS

Following are some guidelines for your preparation of a medical-legal report:

1. Make sure that the request, whether from insurer or insured, is in writing. Keep the original in your client's file.
2. Obtain a Release signed by the client, and preferably notarized. If the Release is more than 6 months old, consider requesting a new one. Keep the original in your client's file.
3. Use standard business letter form
 - a. date, your full mailing address, your telephone number
 - b. name and full mailing address of recipient (doctor, lawyer, insurance company, etc)
 - c. recipient's file number if given
 - d. salutation (Dear Sir/Madam, Dear Dr. So-and-So, Dear Mr. "Lawyer", Dear Ms. "Insurer, etc)
4. Respond to the specific request.
5. Provide your professional qualifications if requested.
6. On interview – client profile, diagnosis from Medical Doctor, subjective information, i.e. what the client told you, functional limitations.
7. On examination – what you saw, the tests done and the results.
8. On palpation – what you felt, i.e. muscle tone, tension, atrophy, etc.
9. Treatment – the impairment you are treating, number, frequency, type of treatment, modalities, exercise programme, etc.
10. Result – how the client has responded, any changes in condition, progress made, problems still remaining, present condition, etc.
11. Recommendations – continued treatment, level of activities, exercise, etc.
12. Prognosis if requested – level of recovery which you anticipate, date client can return to work, duration of expected treatment.
13. Closing – "If you require any additional information ..." ; "Yours truly"
14. Your name as RMT typed in full, with your signature above it, and your registration number.
15. Statement of account (which can be sent prior to release of the report).

P. MUTUAL RECOGNITION AGREEMENT

The ANBMT recognises all massage therapists who are members of a Massage Therapy College from a province where Massage Therapy is legislated.

The Mutual Recognition Agreement (MRA) that was in place between the Provinces of New Brunswick and Alberta is no longer valid.

Q. MARKETING

Following the seminar, he gave at the ANBMT's AGM on 14 October 2007, Donald Dillon was kind enough to share his list of: "21 Ways to Attract and Retain Business" with ANBMT members. This list can be found in **Appendix V**.

Donald Quinn Dillon is nationally renowned as a massage therapist, speaker and author. Donald has over 15 years of experience as a massage therapist. As an author he has published: *Better Business Agreements: A Guide for Massage Therapists* and *Charting Skills for Massage Therapists*. In addition, he has written many articles for *Massage Therapy Canada* magazine and has also contributed articles for the ANBMT e-newsletter.

We encourage you to visit his website at: www.MTCoach.com.

R. FAQ

1. Can my clients claim their massage therapy costs as a medical expense for Revenue Canada purposes?

In short, YES, they can. Now that Massage Therapy is legislated in New Brunswick, the cost of treatments can be claimed as medical expenses on your clients' tax returns. This is based on information on the RCA web site: <http://www.cra-arc.gc.ca/medical/>.

2. Why do I have to charge my clients HST for their treatments?

Changing the requirement of charging HST for massage therapy treatments falls under the jurisdiction of the Federal Government. In order to prevent the Federal or Provincial Governments to be swamped by requests from individuals, companies, and other stakeholders, the Canadian Massage Therapy Alliance (CMTA), a national entity representing all Canadian massage therapy associations, is the lone negotiator and go-between the associations and the Federal Government. In November 2014, the CMTA was informed of the agreement between the Federal Minister of Finance and their provincial counterparts that requires five (5) provinces/three (3) provincial health plans to request GST/HST exemption. The Federal Government need to be assured that a significant majority of the profession across the country want the requirement to collect and remit HST/GST to be removed and that the loss of this source of tax revenue will not cause undue economic hardship to the Federal Government, and probably to the New Brunswick Government, since it has harmonised its sales tax.

3. Is massage therapy a recognised medical treatment in New Brunswick?

In the case of *Axa Insurance Company versus Brenda Rolfe*, the New Brunswick Court of Appeal recognised massage therapy as a necessary medical service under the Standard Automobile Insurance Policy when a client's doctor prescribes it. Therefore, the insurance company cannot veto it by saying it is not essential for rehabilitation of the client. This decision was upheld in April 2011 by Justice Grant in the case of *Aviva Insurance Company versus Kelly Webb*. While Aviva recognised massage therapy as a "medical service" they argued that it is not a "necessary" medical service, unless their medical representative says so. In his decision, Justice Grant stated that when a medical service has been recommended by the insured's attending physician, it matters not what the insurer's medical advisor says. The service is "necessary".

The full decisions may be read at:

Axa case: <http://www.canlii.org/en/nb/nbca/doc/2004/2004nbca14/2004nbca14.html>

Aviva case decision of 12 April 2011:

<http://www.canlii.org/en/nb/nbqb/doc/2011/2011nbqb98/2011nbqb98.html>

Aviva case clarification of 17 May 2011:

<http://www.canlii.org/en/nb/nbqb/doc/2011/2011nbqb134/2011nbqb134.html>

Appendix T presents further important information on automobile insurance and how it relates to massage therapy treatments, including information on Section B amount and time limits, the “no-frills” insurance, the \$2500.00 cap, etc.

4. Why do some of my clients a doctor’s referral?

Like physiotherapy, acupuncture or chiropractic, massage therapy is not covered under NB Medicare. Such services may, or may not, be covered by private health insurance companies (e.g. Blue Cross). These companies can set their own requirements which are based primarily on the contract individual clients or their employers have with these insurance companies. This includes the requirement for a doctor’s referral which may be a requisite for massage therapy or any of the other services. This means that the requirement for a doctor’s referral is out of the jurisdiction of the College or the Association.

5. Do I have to pay SOCAN fees?

SOCAN considers treatment rooms to be private spaces during a massage therapy treatment. Consequently, massage therapists are exempt from licence fees. However, this does not apply to other areas of the clinic, such as reception areas or hallways. Additionally, if the music is distributed throughout the clinic and used in other rooms using speakers, a SOCAN licence is required. Furthermore, if the music comes from a radio station that does not already submit fees to SOCAN, these fees are to be submitted by the massage therapist or owner of the clinic; it is the therapist’s responsibility to make sure that the chosen station is licensed by SOCAN. Further information may be found at **Appendix W**.

Please contact the ANBMT if you have any questions, comments and suggestions, preferably through email at anbmt@anbmt.ca.