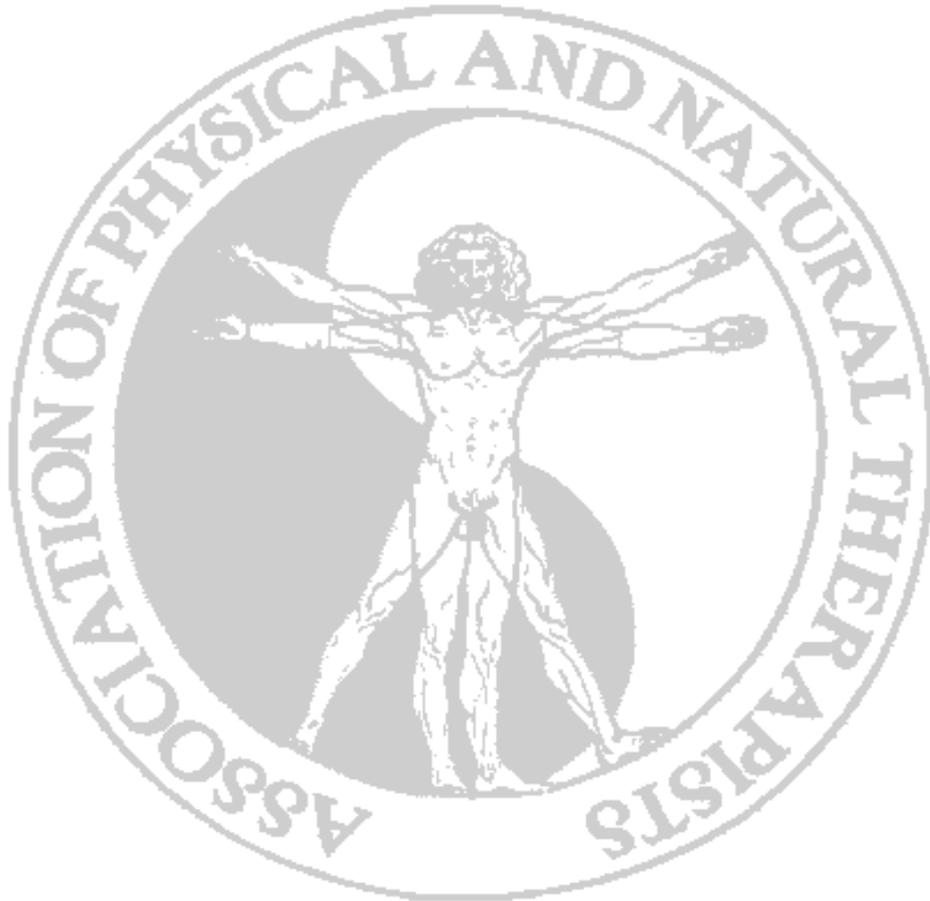


A.P.N.T.

Code of Conduct

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APNT CODE OF CONDUCT

A RELATIONSHIPS

A.1. RELATIONSHIPS WITH CLIENTS

A.1.1 GENERAL

A.1.1.1 You are free to choose whom you accept as a client. Having accepted a client you develop a relationship of trust with him/her. When a client consults you, his/her needs come first. You must never abuse that relationship.

A.1.1.2 Once you have accepted somebody as your client, you have a duty to provide him/her with an appropriate treatment or, if necessary, referral while he/she is under your care.

A.1.1.3. If you have good reason (possibly including the safeguarding of your own well-being) to terminate a series of treatments before their completion, where the client is requesting further sessions, you should negotiate this in person with the client, and where appropriate arrange for the care of the client to be assumed by another practitioner or other health professional.

A.1.1.4. The client under your care will rightly expect you, within reasonable limits, to make yourself available to them. You should ensure that your clients have clear information about your practice arrangements and how to communicate with them. Communication skills, underpinned by professional attitudes are essential to your competence as a practitioner. Where communication fails, good practice often fails. *(It must be stressed, that one of the major faults with professionals of all kinds is a breakdown in communication and you must be aware of the possibility of disciplinary proceedings, where normally the burden may fall upon you to establish whether you have properly expressed yourself and communicated with the client. Therefore you should take special care in this area).*

A.1.1.5 The client can expect to find you sensitive, caring, understanding and non-judgemental. They should have your undivided and uninterrupted attention, and should know that you are making sufficient time available in which to deal properly with their needs. If you consider that the client is making unreasonable demands, you should explain politely that you have to balance the needs of more than one client and divide your time fairly between them. You should however be most courteous throughout.

A.1.1.6 You must ensure that what you and your client discuss with each other is heard and understood accurately on both sides. This may well be difficult in certain cases but ultimately it is up to you. In deciding what information to give, you should use non-technical language, encouraging the client to ask questions and play a full part in the decision that has to be taken. If you feel after this that there is still doubt as to what the client understands, it is advisable to record this in the case notes. Do not proceed with a treatment, however, if doubt exists in your mind.

A.1.1.7 You should never allow a treatment to be prejudiced by your views about a client's gender, ethnicity, disability, culture, beliefs, sexuality, lifestyle, age, social status or language difficulty. Your own beliefs and attitude must not come before the overriding interest of the client consulting you.

A.1.1.8 In any case where you discover that the client is suffering from a condition which is outside your scope of practice, you must provide the client with details of another practitioner or other competent health professional and, with the client's consent, you should make available to such a person all relevant information.

A.1.1.9 Practitioners working alone in their own homes or other premises should be aware of the need for caution, particularly when they are seeing a client they have not met before. It may be necessary sometimes to take sensible precautions, such as asking another person to be on the premises during a first session.

A.1.1.10 Practitioners do not take up physical contact with the genitalia except in very rare circumstances. If in exceptional circumstances the client agrees, after discussion, that the practitioner should do so for good clinical reasons, then the practitioner must ensure that a third person of appropriate gender is present in the same room to take the role of chaperone. This should be carefully recorded in the case notes.

A.1.1.11 There is always the possibility that some clients may experience any contact as invasive and intimate. You are therefore advised to ensure that before taking up any contact on your client's body you have explained fully what you wish to do, and have obtained full consent.

A.1.2. YOUR CONTRACT WITH THE CLIENT

A.1.2.1 Whilst you may not have a document in writing, by agreeing to see the client, you are entering into a legally binding contractual relationship¹ with your client, the terms of which must be understood and accepted by both you and the client. It is your duty to ensure, during and after consultation, that the client understands what you can and cannot offer. Your side of the contract is to take reasonable care and use your professional knowledge and skill to advise or treat clients.

A.1.2.2 You must also ensure that anyone assisting you at your place of work is competent, bears their responsibilities, and is properly trained and supervised where necessary. You must not enter into any business relationship to provide care with anyone who is not a practitioner and does not carry professional indemnity insurance to cover him.

A.1.3. BOUNDARIES IN CLIENT RELATIONS

A.1.3.1 Clients may become your friends; you may find yourself called upon to treat professionally someone who is already a friend. There is no harm in this provided you keep a clear line, understood on both sides, between the social and the professional relationship. At no time must a past, present or anticipated personal relationship interfere with the impartial professional position you must maintain as a practitioner.

A.1.3.2 Serious difficulties will occur if you abuse your professional position to pursue an emotional (in a personal sense) or sexual relationship with a client or their close relative: this is bound to disturb the crucial relationship between practitioner and client. It is your professional duty not only to avoid putting yourself in such a position, and to avoid any form of behaviour, which might be misconstrued in this way.

A.1.3.3 You must be on your guard against inappropriately crossing the boundaries between your role as a practitioner and some other role. It is not possible to list every eventuality but you should develop an awareness of areas in which these problems may arise and act appropriately.

A.1.4. UNDUE INFLUENCE ON CLIENTS

A.1.4.1 Undue influence is a concept recognised by law where one in a potentially superior position by way of age, status or profession, could influence a more vulnerable person. You, as a practitioner, meet clients, who are thereby vulnerable and open to persuasive influences from you. You cannot exploit that position to your advantage as this would lead to a breach of trust.

Examples include:

- Pressurising clients to continue to have treatments
- Subjecting clients to treatment that is unnecessary, or not in their best interests.
- Prolonging treatment beyond that which is appropriate
- Deliberately withholding necessary treatment or referral to an expert
- Imposing one's beliefs on a client
- Soliciting a client to give or lend you money or other benefits
- Charging unreasonable fees or withholding information about fees and associated costs until they have been incurred
- Putting pressure on a client to purchase a product which will bring to you financial reward

¹ A contractual relationship describes a relationship bound by an agreement or contract. It may range from a verbal agreement to a signed statement on a consultation form or a signed formal contract, which sets out in detail the services to be provided, and under what circumstances.

A.2.1 You should work in cooperation with other practitioners and health care professionals to obtain the best result for each individual client and ensure that any other professional you delegate to complies with your requirements.

A.2.2 You must refer clients to another practitioner where necessary, ensuring that the person to whom you have referred them is competent to carry out the treatment involved. When referring a client or when a client is transferred to another therapy you must provide the other practitioner with the relevant information about the client, ensuring that you have first obtained the client's consent.

A.2.3 If something comes to light during a treatment which you believe it is in the interests of the client's health for the G.P. to know, you should advise your client to consult his G.P. or ask the client's consent to inform the G.P. If in doubt seek advice from the APNT.

A.2.4 You may comment on the ability of your professional colleagues when providing a reference or in other circumstances, provided that your comments are honest and sustainable. Similarly, you may use professional journals to advocate your way of doing things, so long as you avoid criticism of named colleagues and do not claim superiority for yourself.

A.2.5 However, if you believe a colleague's conduct, health or professional performance poses a threat to clients, you have a number of responsibilities. First, you should find out the facts, then, if appropriate, you must take action designed to protect clients. If necessary, you should, in confidence inform an employer, the APNT, or somebody else in authority. Any such comment must be honest and sustainable. If in doubt, take advice from an experienced colleague before doing anything.

A.2.6 A practitioner shall not undertake the treatment of a client known to be under the care of a fellow practitioner without the consent of that practitioner, except in an emergency or if satisfied that the former practitioner has been duly informed of the transfer.

A.2.7 Where acting as an assistant or locum, a practitioner may not procure for the benefit of another practice any client of the principal's practice, neither for the duration nor within six months of the termination of the agreement, without the written consent of the principal.

B CONSENT

B.2 NEED FOR INFORMED CONSENT

B.1.1 Before instituting any treatment, you should ensure that informed consent to such treatment has been given. Failure to obtain informed consent could lead to civil proceedings and complaints to the APNT against you.

B.2 MEANING OF INFORMED CONSENT

B.2.1. Informed Consent means consent that is given by a person who has been supplied with all the necessary relevant information about the treatment.

B.2.2 The person by whom the treatment is sought must possess the necessary intellectual capacity to give such consent. (You are referred to the sections B3 and B4 relating to children and those lacking intellectual capacity.) A person in the normal course of events has the intellectual capacity to give consent if he is able to:

- Understand in simple language what the treatment is, its purposes and why it is being proposed.
- Understand its principal benefits, possible consequences and alternatives.
- Retain the information for long enough to make an effective decision.
- Make a free choice.

B.2.3 A person will have legal capacity to give consent to a treatment if that person is within the age of the relevant law for giving such consent. As noted in section B5 below, the relevant age for the giving of such consent does differ and therefore it is up to you to ensure that you are aware of the particular law pertaining to the country you are in

B.3 CHILDREN AND THOSE WITH A DISABILITY

B.3 GENERAL

B.3.1 You must bear in mind that a child has a right to participate at any age in decisions about his or her treatment. Part of the therapist's skill should be in knowing when a child is consenting to treatment or any aspect of a treatment. If this consent is not forthcoming, then you should not proceed with that treatment or part of it.

B.3.2 On parental consent, because of the practical difficulties involved in determining how the relevant law applies in any particular case, you are advised to act as follows:

B.3.3 If the client is under the age of 16, you are advised not to carry out a treatment unless you are satisfied that the client's parents or other legal guardian have given their consent. Whilst the terms of the consent can be subject to circumstances, in the event that the parent or guardian is not present at the treatment, you are warned that there could be serious repercussions if it is later established that such consent did not exist. If for some reason the parent or guardian is not present, the consent should be obtained in writing for the particular treatment. A practitioner could find himself facing disciplinary proceedings if a complaint is made and it is established that no such consent was ever given.

B.3.4 There might be extremely rare circumstances where you believed that you should treat a child under the age of 16 without parental consent. If this situation arose you should on no account treat the child without seeking advice from the APNT and/or a solicitor.

B.3.5 It will be noted that you are committed to being able to demonstrate in your particular treatment or care of a child that you will safeguard the child from harm and have a positive and safe environment for the child or children concerned. You must bear in mind the following:

- Recognise when the child might be at risk or harm from any circumstance, either connected with your treatment or otherwise.
- That the need may arise for working with and referring to other agencies.
- Confidentiality and when it may be necessary to break it.
- Record keeping.

B.4 CLIENTS OVER THE AGE OF 16 WHO DO NOT HAVE INTELLECTUAL CAPACITY

B.4.1 Where a client is over 16 and does not have the intellectual capacity to give informed consent (see paragraph B.2.2), then before carrying out any treatment you should obtain the consent of the parent, guardian or other person with the care of the client. If in doubt you should seek advice from the APNT.

B.5 CLIENTS OVER THE AGE OF 16 BUT UNDER 18 WHO DO HAVE INTELLECTUAL CAPACITY

B.5.1 In the case of clients over the age of 16 but below the age of 18 who do have intellectual capacity, you are advised not to carry out any treatment unless you are satisfied that:

- The client has been given sufficient and relevant information allowing the form of consent to be given.
- The client has given informed consent
- The client is actually not below the age of 16 – in other words check from the date of birth.
- Generally it is safer, if possible, to obtain the informed consent of the parent or guardian but this is not mandatory. It is a matter of your informed or considered opinion that you must note on your records in any event.

(You should note that the age of consent is different in different parts of the United Kingdom. You must therefore ensure that you are aware of the law relating to the area. Consent to the treatment of a person over the age of 16, but under the age of 18 may be given by the client or the client's parent or other legal guardian. All of these people have an equal right to give consent but it is not necessary to obtain consent from more than one of them. In the event of a conflict between a client and the parent or guardian or between parents, you should seek legal advice).

C CLIENTS' RECORDS AND CONFIDENTIALITY

C.1 GENERAL RULE OF CONFIDENTIALITY

C.1.1 Confidentiality underpins your relationship with your clients.

C.1.2 You should keep to yourself any personal information you learn or record and the opinions you form in the course of your professional work. This duty extends to your staff.

C.1.3 You must ensure that confidential information which you are responsible for is securely protected and that you store it or dispose of it when no longer required. You must keep any records on any clients properly secured to protect them as well as possible against any theft, fire or any other disaster, and to ensure that if such an event should occur they are covered by insurance.

C.1.4 When you decide to disclose confidential information you must be prepared to explain and justify your decision.

C.1.5 You may need to allow your Inspector of Taxes to see your practice financial records but to protect the client's confidentiality in such circumstances, financial information should be kept separate from clinical notes.

C.1.6 Subject to the matters set out below, you shall not disclose to a third party any information about a client, including the identity of the client, either during or after the lifetime of the client, without the consent of the client or the client's legal representative. You are responsible for taking all reasonable steps to ensure that this general principle is adhered to by any employee or agent, and any information relating to the client is protected from improper use when it is received, stored, transmitted or disposed of. If in doubt, you should take legal advice on the question of disclosure of any information.

C.2 EXCEPTIONS TO THE GENERAL RULES OF CONFIDENTIALITY

C.2.1 Exceptions to the rules of confidentiality are that you may disclose to a third party information relating to the client:

- If the client has requested this.
- If you believe it to be in the client's interest to disclose information to another health professional and the client has given his consent.
- If you believe that disclosure to someone other than a health professional is essential for the sake of the client's health and the client has given his consent.
- If disclosure is required by Statute.
- If you have been directed to disclose information by any official having a legal power ordering disclosure.
- If upon seeking advice from the APNT or consulting your solicitor you have been advised that disclosure should be made in the public interest.

C.2.2 In each case, where disclosure is considered appropriate you shall:

- Inform the client before disclosure takes place
- So far as is reasonably practical, make clear to the client the extent of the information to be disclosed, the reason for the disclosure and the likely consequence of disclosure where to do so is appropriate.
- Disclose any such information as is relevant.
- Ensure so far as possible that the person to whom disclosure is made undertakes to hold information on the same terms as those to which you are subject.
- Record in writing the reasons for such disclosure clearly on any record for future use.

C.3 CONTENTS OF RECORDS

C.3.1 You must keep accurate, comprehensive, easily understood, contemporaneous signed and dated case notes including the following details:

- The person's details: names, address, date of birth, telephone numbers
- G.P.'s details if the client agrees
- Any problems and symptoms reported by the client
- Relevant medical and family history
- The information or advice you give on the initial and any further treatment
- The decisions made by you
- Treatment you gave and any observations

C.4 OWNERSHIP OF AND RESPONSIBILITY FOR RECORDS AS BETWEEN THERAPISTS

C.4.1 Where you work together with other therapists in any capacity, in the same practice or premises, whether as employer or employee or otherwise, you are advised to enter into a specific written agreement as to ownership of, and hence, responsibility for the records of clients whom you treat in that practice or those premises.

C.4.2 In the absence of any legal rule or such specific agreement as is mentioned immediately above to the contrary, clients' records, correspondence and other records of a similar nature, shall be deemed for the purposes of the provisions of this Code to be the property and responsibility of the therapist (if any) to whom the practice belongs. Ultimately however, it is for the client to choose if he or she wishes the records to be transferred elsewhere to another therapist and those records must be in their original form and forwarded immediately subject to the payment of any reasonable administrative charges subject to the limitations of current statutory policy.

C.4.3 In the case of a therapist working with other therapists, where there is any possibility of doubt on the part of a client, you have a responsibility for ensuring that each client has written confirmation of the name and status of the person who is responsible for the client's day to day care, supervising the client's overall treatment, responsibility for records and the person to approach in the event of any problem with any treatment.

C.5 RETENTION OF CLIENTS' RECORDS

C.5.1 Such records shall be retained in your custody for a period of 7 years from the date of the last visit the client made, except in the case of clients under the age of 21 where records should be so retained until the client reaches the age of 21 plus 7 years. In the event of the client suffering from a mental or physical disability, so as to preclude the client from being able to make his own decisions, the records should be kept for a period of at least 15 years and thereafter you should take legal guidance on the retention of such notes in particular circumstances.

C.5.2 You should make prior arrangements that on the closure of a practice for whatever reason, including death, the records of the clients should be deposited for safe keeping, for not less than the period stated above, and notification of the deposit shall be given to the APNT and inserted as an advert in a newspaper circulated in the district in which the practice is located. Such records will be released from safe deposit upon instruction or a written authority of the client to whom they relate or such client's legal representative.

C.6 DISPOSAL OF RECORDS

C.7.3 Destruction of records must be done securely, usually by shredding.

C.7 ACCESS TO RECORDS BY CLIENTS

C.7.1 The Data Protection Act 1998 gives clients the right of access to information held in their health care records by professionals such as you. This right extends also to people appointed on behalf of a client, and to the representatives of any deceased clients. The Act sets out the method of disclosure and your right to object, particularly if you feel this would not be in the client's best interest. If necessary, you should seek advice, from your own solicitor, before disclosing records.

- C.7.2 Subject to the last paragraph, and if so requested by a client in writing, you shall make available to the client, without delay, copies of any records or comments in accordance with the statutory provisions. Where you release original records for any reason to a client, for a purpose other than the transmission to another health professional, you are advised to obtain from the client an undertaking for their return, and to keep a copy for yourself. You are entitled to charge a reasonable administrative charge or fee in respect of such disclosure up to the current amount under the Data Protection Act 1998.
- C.7.3 Any clinical records you keep on computer are subject to the provision of the Data Protection Act 1998 under which you may be required to “notify” the Information Commissioners office. To establish whether or not you are required to do so visit www.informationcommissioner.gov.uk/eventual.aspx?id=2662
People whose clinical records are kept on computer have the right to inspect them.
- C.8 PROVISION OF INFORMATION CONTAINED IN HEALTH RECORDS TO LEGAL BODIES**
- C.8.1 If you are required or requested to give evidence or information to a Court or other Tribunal you should do so with care. Whatever evidence is given you must be independent or impartial.

D COMPLAINTS & STATUTORY REQUIREMENTS

D.1 ACTION TO BE TAKEN

- D.1.1 You may be an excellent practitioner, but inevitably, from time to time, things may go wrong. You must act promptly and appropriately if you become aware of any error on your part or if a client complains of any aspect of your professional practice. In this event, you are advised to promptly inform and seek guidance from your insurers or legal adviser first before consulting your client, but you must act promptly. You are also advised to seek advice and guidance from the APNT.
- D.1.2 You must ensure that clients have clear information as to how to make a complaint. When handling a complaint, you must act promptly and constructively, putting the interests of clients first and cooperating fully with any external investigation.
- D.1.3 If someone complains about your apparent failure in care they are entitled to a proper investigation and an explanation as to what has happened. You should take the initiative when putting things right. Because questions of compensation may arise, you should ensure that any apology is only given with the consent of your insurer. Any such apology should assure the client that you have taken full steps to prevent a recurrence.

D.2 DUTY OF CARE

- D.2.1 Even if you have not charged a fee or do not believe that you entered into a contractual relationship, if you offer to treat a client, you owe what is called in law a duty of care to that client. Accordingly, a client suffering injury or loss because you have not used reasonable skill and care in accordance with your profession and the norms for all practitioners may result in a case against you for damages for negligence in the Civil Courts. In such a case the Court will not only judge whether the standard of care was reasonable, but whether the damage suffered was a direct result of a breach of your duty of care. You should therefore always maintain high professional standards to minimise any risk.
- D.2.2 Errors of judgement or wrong decisions do not necessarily amount to negligence. The finding of the Court or Tribunal will depend on, whether, on the balance of probability, the care you provided was reasonable. It therefore follows that you will minimise any risk if you:
- Maintain your professional standards.
 - Keep abreast of developments in Complementary Care and general health issues.
 - Stay within the limits of your personal and professional competence.

D.3 LEGAL LIMITATIONS ON WHAT YOU CAN DO

D.3.1 The law prohibits you from doing a number of specific things. Whilst this is not an exhaustive list, they include:

- Advertising treatments to cure cancer and carrying them out. But this does not preclude the palliative care of those suffering from this disease.
- Diagnosing or performing tests on animals in any way, or giving advice following diagnosis by a registered veterinary surgeon where you countermand their instructions, unless you are yourself a registered veterinary surgeon.
- Attending children in childbirth or attending for treatment for ten days thereafter unless you hold an appropriate qualification in midwifery.
- Practising dentistry unless you hold an appropriate
- Treating venereal disease as defined in the 1917 Venereal Diseases Act unless you are a medical practitioner.
- Using manipulation or vigorous massage unless you possess an appropriate qualification to do so.
- Prescribing remedies, herbs, supplements, oils etc unless your training qualifies you to do so.
- Signing certificates which require the signature of a registered medical practitioner.

Note that you may treat clients suffering from Aids at your discretion.

D.4 NOTIFIABLE DISEASES

D.4.1 It is a statutory requirement that certain infectious diseases are notified to the Medical Officer of Health of the district in which your client resides or in which he is living when the disease is diagnosed. The person responsible for so notifying is the G.P in charge of the case. If therefore, you suspect that you have discovered a notifiable disease, which clinically is identifiable as such, you should insist that a doctor is called in. Each Local Authority decides which diseases shall be notified in its area. There may be therefore local variations. The list includes:

- Acute encephalitis
- Acute meningitis
- Anthrax
- Acute poliomyelitis
- Cholera
- Diphtheria
- Dysentery
- Food poisoning
- Leprosy
- Infective jaundice
- Malaria
- Leptospirosis
- Measles
- Ophthalmia neopatorum
- Paratyphoid fever
- Plague
- Relapsing fever
- Scarlet fever
- Tetanus
- Tuberculosis
- Typhoid fever
- Whooping cough
- Yellow fever