

Newfoundland and Labrador College of Physiotherapists

GOVERNANCE MANUAL

January 2021

February 2024



TABLE OF CONTENTS

Preface	4
NCLCP Strategic Plan	5

Section 1.0: Roles and Responsibilities

- 1.1 Role of Council
- 1.2 Role of a Council member
- 1.3 Role of a Committee Chairperson
- 1.4 Role of the Public Committee Member
- 1.5 Role of the Chairperson
- 1.6 Role of the Vice Chairperson
- 1.7 Role of the Registrar
- 1.8 Role of CAPR Board Member
- 1.9 NLCP Code of Conduct
Code of Conduct Agreement see: Appendix A
- 1.10 Registration
- 1.11 Committees

Section 2.0: Confidentiality

- 2.1 Confidentiality
Confidentiality Agreement see: Appendix B

Section 3.0: Conflict of Interest

- 3.1 Conflict of Interest
NLCP Conflict of Interest Declaration Form see: Appendix C

3.2 Conflict of Interest related to CAC

Section 4.0: Terms of Reference

4.1 NLCP Council and Committees Organizational Chart

4.2 Complaint Authorization Committee (CAC)

4.3 Discipline Committee

4.4 Registration Committee (formerly known as Membership Committee)

4.5 College Competency Committee (CCC)

4.6 Policy & Procedures (Governance) Committee

4.7 Legislation Committee

4.8 Support Personnel Ad Hoc Committee

4.9

Section 5.0: Finance

5.1 Honoraria and Expenses

5.2 Sage and Bookkeeping

5.3 Signing Officers

5.4 Investments and Investment Strategy

5.5 Insurance

5.6 IT expenses

5.7 Capital Assets

5.8 Discipline fund

5.9 Strategic Planning Cycle

Section 6.0: Policy

6.1 College Policy Review Schedule

Section 7.0: General

- 7.1 Orientation program
- 7.2 Succession planning
- 7.3 Public Member Representation on College
- 7.4 Public Member Attendance at Committee Meetings
- 7.5 Selection of Individuals to Committees
- 7.6 Performance Review Process for Registrar
- 7.7 Emergency Management Plan
Emergency Plan see: Appendix D
- 7.8 Nominations and Elections Process
- 7.9 Award Program
- 7.10 Council Education
- 7.11 Leaving or Relocation from a Private Practice
Background see: Appendix E
- 7.12 Setting up and Maintenance of CAC File
Background see: Appendix F
- 7.13 Advertising
- 7.14 Specialist Title

Section 1.0:

Roles and Responsibilities, Governance

Policy 1.11

Title: Committees

Date approved:

Date revised: February, 2008, December 2020, January 2021

Date confirmed:

Policy:

Council has the authority to establish committees to assist in running the affairs of the College. Council will, at its discretion, delegate issues requiring in-depth research committees. A Council member will be appointed as liaison on all committees and will report to Council. Committees will collect relevant information, establish contacts, collate resource material, create a report or document and make recommendations to Council. All Committee Chairpersons will report at Annual General Meetings.

Procedure:

1. Council may from time to time need to explore an issue in depth and may establish a committee to research and make recommendations prior to making a decision. Council may establish a committee for such a purpose.
2. Committees may be Standing Committees or Ad Hoc Committees. The Executive Director keeps a record of College committees.
3. A committee may be comprised of a mix of Council and College members. Ideally a lay person is appointed to the committee to represent the public perspective.
4. A Council member is appointed to the committee to Chair/attend the meetings and report progress on an ongoing basis to the Council.
5. The Chair of the Committee is appointed by Council. Minutes are taken by the Executive Director or a designated member of the committee.
6. The clerical support is provided by the Executive Director. Who keeps a list of members present, maintains records of the work of the committee and files the resource material for the committee.
7. On completion of the report the Council liaison presents the document to Council for decision.
8. When the mandate of the committee is completed an Ad Hoc committee is disbanded.
9. Standing committees develop "Terms of Reference" and submit them to Council for approval. Standing Committees also keep minutes of meetings.

11. Committees of Council include:

- Complaints Authorization Committee (CAC): a committee of three Council members including a lay member to investigate an allegation against a registrant. See Act and Regulations.
- Registration Committee (formerly Membership Committee)
- Continuing Competence Committee
- The Discipline Committee: a committee of 10 members of the College from which a panel of 3 are chosen including a lay representative to conduct a hearing regarding a complaint against a member of the College.
- Governance Committee (formerly Policy and Procedures Committee)

12. Each Committee Chairperson submits an annual report on the work of the Committee at the Annual General Meeting.

Section 1.0:

Roles and Responsibilities, Governance

Policy 1.1

Title: Role of Council

Date approved: April 26, 2005

Date revised: June 21, 2005, November 2020, January 2021

Date confirmed:

Legislative References:

1. Physiotherapy Act 2006 -
https://www.assembly.nl.ca/legislation/sr/statutes/p13-1.htm#4_

Definition

The Council of the College is its board of directors and consists of seven appointed and elected members as defined in the Physiotherapy Act. **And three members appointed by the Minister of Health to represent the public.**

Primary Function

The Council is accountable for providing strategic leadership to the College within its statutory mandate and with a view to regulating within the Newfoundland and Labrador health care system. The Council aims for governance excellence in the monitoring and directing of the affairs of the College in an effort to instill public confidence and trust.

Policy:

Council is the body that makes decisions on behalf of the College in the administration of the Physiotherapy Act. Council will exercise the powers bestowed by the Physiotherapy Act to carry out the public protection mandate of the College.

Specific Responsibilities

In carrying out its role, the College Council will:

1. Fulfill the legislated responsibilities as outlined in the Physiotherapy Act and ensure that all other statutory responsibilities of the College, its committees and its employees are upheld.
2. Understand the objects of the College and the Council's definition of their direction.
3. Establish rules of order for use during Council and committee meetings.
4. Review and approve College governance policies, regulations, by-laws, standards, guidelines and position statements.
5. Establish and promote the College's mission, vision and values.
6. Develop and approve the strategic direction of the College and monitor the work of Council and its committees to ensure goal achievement.
7. Use the College's strategic plan to direct its activities and allocate its resources by setting broad budget priorities, and approve budgets based on these priorities.
8. Receive reports from all statutory committees, non-statutory committees, task forces, and the Registrar.
9. Consider and recommend the legislative changes necessary for the College to meet its mandate.
10. Appoint the College Registrar and receive an annual report on performance.
11. Appoint the College auditor.
12. Annually elect the College directors and officers and appoint its committees.
13. Establish non-statutory committees and task forces.
14. Develop, monitor and evaluate the governance, financial management and reporting frameworks of the College.
15. Measure and evaluate the College's performance related to its mandate and assess the College's achievement of stated goals and directions.
16. Make decisions respecting the appropriate sanctions for violation of the College's Code of Conduct

Section: Roles and Responsibilities

Policy 1.2

Title: Role of a Council Member

Date approved:

Date revised: November 2020, January 2021

Definition

Council members are either physiotherapists or members of the public. Physiotherapists are elected by their peers through district elections for the purpose of carrying out the self-regulatory function.

Public members are appointed by the Government of NL Independent Appointments Commission.

See: <https://www.exec-abc.gov.nl.ca/public/agency/appointments/>

The goal is to bring the public perspective to Council discussions.

Primary Function

Council members are committed to the mandate of the College and bring individual perspective to collective decision making in the public interest. A council member is responsible for contributing fully to debates and decisions of Council and those committees on which they serve.

Specific Responsibilities

1. Serve on Council and at least one statutory committee to which they are appointed.
2. Serve on additional committees or task forces as required.
3. Review all materials sent in advance for Council and Committee meetings and demonstrate a reasonable comprehensive knowledge for the purpose of discussion and review.
4. Acquire and apply a working knowledge of the statutory requirements and policies related to their specific Statutory Committee(s).
5. Develop and maintain knowledge of the regulatory framework of the College and current issues facing Council.
6. Be available for meetings and attend them.
7. Contribute to Council and Committee discussions.
8. Raise issues in a respectful manner that encourages open discussion.

9. Understand, respect and adhere to the rules of order and the Code of Conduct as prescribed by Council.
10. Acquire a working knowledge of health system issues and financial issues relevant to the role of a Council member.
11. Raise matters arising in the broader environment for Council consideration for action.
12. Publicly support the decisions of Council providing rationale as requested.
13. Redirect matters to College Executive Director as appropriate.
14. If subject to a complaint that is relevant to their Council or Committee activity, declare a conflict of interest and withdraw from Council or committee participation until the matter has been resolved.

Terms of Office

1. Elected Council members are eligible to serve a maximum of three consecutive three year terms.
2. Public appointees serve terms as approved by the Minister of Health.
3. Appointment to a statutory committee is one year renewable annually in June to a maximum of nine times on any one Committee.

Section 1.0:

Roles and Responsibilities, Governance

Policy 1.10

Title: Registration of Members

Date approved:

Date revised: February 2008, December 8 2020, January 2021

Date confirmed:

Policy:

Registrants (Members) of the College with no restrictions on their registration will be known as “Active” members.

Procedure:

1. The Registrar registers applicants as “Active” members of the College who meet all the criteria for active registration.
2. The requirements for applying for active registration with the Newfoundland and Labrador College of Physiotherapists are:
 - a. completion of the application form for registration
 - b. payment of registration fees
 - c. a notarized copy of the applicants physiotherapy degree; in certain cases a letter from the Dean of the University will be accepted.
 - d. proof of successful completion of the PCE of the Canadian Alliance of Physiotherapy Regulators; both written and practical (1995 to 2019)
 - e. proof that an exemption applies eg. grandfathered in.
 - f. a letter confirming good standing eg. RHF from the jurisdiction where the applicant is currently registered
 - g membership in the Canadian Physiotherapy Association(CPA). At the 2000 AGM the membership voted that CPA membership would be a requirement.
 - h. malpractice insurance at least equivalent to basic coverage that is available from CPA
3. The Registrar verifies the authenticity of all documents prior to registering the applicant.

4. The applicant is registered when the Registrar enters his/her name in the registrar (website) and assigns a registration number. The applicant is assigned a date of registration and registration status.

5. The Registrar send a letter of confirmation of registration to the applicant electronically within three days.

6. Enclosures are send via mail with a hard copy of the letter of confirmation and include:

- The Physiotherapy Act
- Regulations
- Standards of Practice
- Guidelines for Support Personnel
- The Mentorship Program

7. The Registrar arranges for processing of an official receipt for fees paid, membership card and certificate of membership.

8. The President and the Registrar sign the Certificate of Membership and the Registrar affixes the seal of the College. The Registrar signs the membership card and the receipt.

Section 2.0 : Confidentiality

Policy 2.1

Title: Confidentiality –

General Applicable to: Councilors, members of statutory committees, non-statutory committees, task forces, advisory groups, staff, and any agents of the College acting in any capacity

Date approved:

Date revised:

Date approved: January 2021

Date revised:

Definition

Councilors, members of statutory committees, non-statutory committees, task forces, advisory groups, staff, and any agents of the College acting in any capacity shall acknowledge and adhere to the confidentiality provisions set out in Sections of the Physiotherapy Act, and Section of the _____.

Procedure 1.

On an annual basis, every person to whom this policy applies will review the confidentiality provision set out in the _____ and sign a confidentiality undertaking, provided by the College, indicating that they have read, understood and are willing to comply with the confidentiality requirements that apply to their activities on behalf of the College.

As part of the College's assessment process, physiotherapists may be required to provide the College with patient records and access to the facilities in which they work.

General Applicable to: Councilors, members of statutory committees, non-statutory committees, task forces, advisory groups, staff, and any agents of the College acting in any capacity

Date approved:

Date revised: January 2021

Definition

From time to time, the College is contacted by members who are concerned that they may be involved in a relationship that constitutes a conflict of interest. On other occasions, members call expressing concerns about business arrangements that they think may constitute a conflict of interest and wanting advice on what they should do. The first step in the conversation is to determine if there is a real conflict, or if a reasonable person would perceive that a conflict exists (even if it doesn't).

What constitutes a conflict of interest?

“A conflict of interest in the health-care setting exists where the health-care provider’s clinical decision making is (or is perceived to be) actually or potentially affected by the influence of factors external to the provider-patient relationship.”

The most common conflicts occur when the physiotherapist’s personal interests conflict with the patient’s, or when the physiotherapist’s loyalty is divided between two parties (for example the patient and the third party payer). Common conflicts of interest are situations where the financial interests of the physiotherapist may be at odds with the interests of their patient. But, conflicts of interest can also arise from a variety of other situations. In addition, physiotherapists need to be aware of the biases they may have, where they would be unable to remain objective, regardless of the reason.

Potentially problematic scenarios can occur in physiotherapy practice when physiotherapists are presented with contracts that include incentives. Another challenging situation arises when a physiotherapist is providing treatment for a relative of their employer or a friend. While these situations may not constitute a conflict of interest in the strictest sense, the physiotherapist must consider whether and how they will maintain their objectivity.

Why do we need to avoid potential conflicts of interest? Isn't that a bit of a stretch?

Physiotherapists are advised to avoid situations that "may result in a real, potential or perceived conflict of interest."

Why does the perception of conflict of interest matter?

As health-care providers, physiotherapists have a duty to act primarily for the benefit of their patient, placing the patient's interests ahead of his or her own, or those of third parties. This does not mean that physiotherapists cannot conduct a health-care business, only that they must act in a manner that maintains the public's trust and confidence.

Trust is a key founding principle for a therapeutic relationship. When patients chooses to entrust their health to a physiotherapist, they have a number of expectations, including that the provider will act with beneficence and good will towards them.

Other Considerations

Transparency

Although revealing a conflict does not remove it, failing to disclose a real or potential conflict of interest to a patient may undermine the therapeutic relationship and could be a breach of the Standards of Practice.\

Employer considerations

Some employers also require their employees to disclose real, perceived or potential conflicts of interest to their manager.

There are many situations where conflicts of interest might arise and even more where a physiotherapist may be at risk of having their objectivity compromised by their personal biases. The key point is to be able to recognize these situations, acknowledge them and act to mitigate the situation to the best extent possible.

Section: 7.0 **Leaving/Relocation from Private Practice** **Policy 7.11**

Title: **End of Contract Guidelines for a Physiotherapist in Private Practice**

Date approved:

Date revised: November 2020, January 2021

Policy: Physiotherapists and Clinic Owners should work together to ensure the client is made aware well in advance of any changes to their service provider and or service location so as to be able to make a well informed decision on agreeing to a change.

Procedure:

1. The clinic owner custodian will retain records in a manner consistent with the Standards of Practice.
2. Clients have the right to access and obtain copies of their records.
3. The clinic may charge a reasonable administrative fee for costs associated with generating a copy of the client's record. The fee should not include any amount for profit.
4. Departing physiotherapists cannot take copies of a client's chart, nor can they take contact information.
5. A clinic owner cannot refuse to provide clients with the new location information of the departing physiotherapist. If the patient calls the practice wishing to re-book with the physiotherapist after their departure, staff must inform the patient that the physiotherapist has left the practice and provide information regarding the physiotherapist's new location, if it is known. If they are not aware of the physiotherapist's new location, they must advise the patient that they may obtain the information through the NLCP website.
6. Clients undergoing active treatment should be notified of a pending change as early as possible. This notification should be done in writing and inform the client of their options for ongoing treatment.

See: Appendix E for more details

Background/Introduction

No employment or owner/contractor relationship is forever. Like in any relationship, all intentions and expectations are positive at the start, while things can change or deteriorate over time. If regular communication is absent, individual expectations may change and lead to frustration. The establishment of clear expectations at the outset can minimize concerns or issues.

These Guidelines are devised help physiotherapists work through the process of parting ways in a professional manner while holding the patient's best interest at its core at all times.

Some things to keep in mind:

- Changing clinics employment arrangements is normal. Neither employers nor employees should expect physiotherapists to stay with an employer forever.
- The NLCP will not intervene in any business matters, but it will intervene if the patient's or the public's best interest is being compromised.
- Two of the biggest issues to address when a physiotherapist leaves a practice are ensuring continuity of patient care and managing patient records.

Reflecting on the following underlying principles can help to guide the actions taken when addressing these issues.

Title:

Specialty Designation

Date approved:

December 2020

Date revised:

Policy:

Professional Misconduct may be considered if a registrant to use the title “specialist” unless the registrant holds a specialty designation approved by the College. In keeping with this requirement, the College will consider the approval of specialty certifications recognized by the Canadian Alliance of Physiotherapy Regulators (The Alliance), as designations that College registrants are entitled to use in conjunction with the title “specialist”.

Procedure

1. The College, as a member of The Alliance Board of Directors, will approve the policy and processes used to recognize specialty certification programs relevant to the practice of physiotherapy in Canada and in Newfoundland and Labrador.
2. The Alliance will approve specialty certification programs relevant to the practice of physiotherapy in Canada. The decisions of the Alliance respecting the approval of specialty certification programs in Canada are not subject to appeal through the College.
3. A specialty certification program approved by The Alliance Board of Directors as meeting the level of rigor required to satisfy use of a title of “specialist” in Canada will be presented to the Council for consideration of its approval prior to recognition in Ontario. The College will maintain a list of all specialty certification programs and their designations approved by Council.
4. A registrant may apply to the College to use the title “specialist”. In his or her application the registrant must identify the specialty certification program from which his or her specialty was conferred. If the specialty designation is on the list approved by Council, the registrant will be entitled to use the title “specialist”.
5. Where a registrant applies to use the title “specialist” and his or her specialty certification.
 - i. The Alliance will approve specialty certification programs relevant to the practice of physiotherapy in Canada. The decisions of the Alliance respecting the approval of specialty certification programs in Canada are not subject to appeal through the College.

ii. A specialty certification program approved by The Alliance Board of Directors as meeting the level of rigor required to satisfy use of a title of “specialist” in Canada will be presented to the Council for consideration of its approval prior to recognition in Ontario. The College will maintain a list of all specialty certification programs and their designations approved by Council.

iii. A registrant may apply to the College to use the title “specialist”. In his or her application the registrant must identify the specialty certification program from which his or her specialty was conferred. If the specialty designation is on the list approved by Council, the registrant will be entitled to use the title “specialist”.

iv. Where a registrant applies to use the title “specialist” and his or her specialty certification

Section: 7.0**General**

Policy 7.7

Title: Emergency Management Plan**Applicable to: Council, ED, IT, Computer resource staff, Committees****Date approved:****Date revised:****Policy:**

The Newfoundland and Labrador College of Physiotherapists(NLCP) utilize an Emergency management Plan to ensure a consistent approach to all emergencies ensuring safety of all staff, agents of the College, Council and Committee members.

The Emergency Management Plan(EMP) addresses events that can be classified as emergencies. These include but are not limited to:

1. Access to the building because of fire, flooding....
2. Technological incidents including electronic data processing or disruption of telecommunications.
3. Staffing disruption due to illness, weather eg, 2019 Snowmagedon
4. Public health crisis eg. COVID 19 2020

Procedure:

1. The Emergency Management Plan is referred to and initiated see: Appendix B
2. An Emergency Response Team consisting of Registrar, Chairperson and Vice Chairperson is established based on EMP .
3. The EMP is reviewed bi-annually by Registrar, Chairperson and Vice-Chairperson, to ensure it is current and relevant.
4. All new Council Members will receive an orientation to the EMP.
5. The Chairperson is informed by the Registrar in all situations where the EMP may be enacted.
6. The Chairperson will report to Council any events resulting in the initiation of the Emergency Management Plan.

Title: Elections

Applicable to: Council, ED, Committees

Date approved:

Date revised:

General Policy #8.7 Title: Election Campaign Applicable to: Council members and election nominees

A fair and democratic election process for selecting physiotherapist Councilors to Council is important to the profession as one element in ensuring a strong governance structure. Elected individuals provide the profession's perspective to a self-regulatory, public interest model. Registrants eligible to vote require adequate, reliable and consistent information about each electoral candidate to assist them in exercising an informed vote. The College facilitates this process through the distribution of candidate materials in its voting package. In addition, to promote registrant engagement, the College provides a means for nominees to provide campaign materials to voters in the relevant district, separate and apart from the College processes.

Procedure

1. Individual physiotherapists, who are nominated and are eligible for election as per By-law 3.1, will provide the College with their biographical information and a statement, using language provided by the College, confirming their understanding of their obligation to act in the public interest if elected to Council.
2. Candidates may also provide a candidate statement to be included with the other election materials.
- 3. A candidate's statement cannot exceed 300 words.**
- 4. A candidate's statement will speak to the candidate's skills and experience in relation to the College mandate, and may include their personal interests in running for Council. Candidates may frame his/her remarks in relation to self-regulation and the public interest. A candidate who is a current Committee member or agent of the College (e.g. assessor) must not comment on College business that is not in the public domain.**
- 5. The College will circulate the materials provided by candidates to all eligible voters in the respective candidates' districts.**
- 6. A candidate may choose to campaign within his/her district. To facilitate this process, all candidates will be provided with a means to contact the eligible voters in their district that is in keeping with the College's statutory confidentiality obligations.**

7. Campaign materials are not reviewed or endorsed by the College.

Title: Performance Review Process for Registrar Date**Date approved: November 2020****Date revised:**

Policy: The Registrar's performance will be evaluated during the probationary period, and thereafter annually. Performance will be measured against pre-identified role and leadership competencies and outcomes in relation to annual performance objectives. The evaluation will be conducted by the Executive Committee, which will make recommendations for an annual performance assessment to Council. The final assessment of the Registrar's performance will be made by Council in camera. The Registrar's performance assessment and the associated compensation decisions are conducted in alignment with the College's overall staff performance management and compensation system.

Procedure

1. The Chair and Vice Chairperson will conduct the Registrar's annual performance review.
2. The performance review will have two functions: a. to gather and assemble feedback about the Registrar's performance against set role and leadership competencies and annual performance objectives and b. to provide a recommendation to Council as to the Registrar's annual performance assessment.
3. The annual review cycle is to be initiated no later than the end of February.
4. The Executive Committee, in consultation with an appropriate outside/alternative expert will determine how to conduct the review.
5. The Registrar will complete a written self-assessment in relation to the competencies and annual objectives.
6. The Registrar will provide the Chair with contact information in order to facilitate the gathering of information. The Chair may identify additional stakeholders from who to obtain input.
7. The Chair, on behalf of the Executive Committee, obtains performance feedback from Council members, external stakeholders and committee members as appropriate. The Chair collates this feedback together with objective information related to achievement of performance objectives (if available), and the Registrar's self-assessment.

10. The Chair will ensure a timely completion of the review and will meet with the Registrar and Vice Chair no later than three weeks prior to first Council meeting to review performance over the past year and establish annual objectives for the coming year.
11. Council will consider Executive Committee's recommended performance assessment in camera. The Chair will communicate the review to the Registrar.
12. Where the Registrar disagrees with the performance review process or the outcome, the Registrar may appeal in writing to Council for consideration. Council will set a new review panel to consider the collected performance feedback and other evidence related to the Registrar's performance and will determine whether any variation from Council's decision is warranted. The decision of the review panel will be provided to the Registrar in writing and will be considered final.
13. The Registrar's performance review will be provided to the Registrar by the Chair.

Title: Advertising

Date approved:

Date written: January 8, 2021

Date revised:

Legislative references: Standard of Practice

Definition:

Policy: Physiotherapists are responsible for any advertisement over which they have control.

Procedures:

1. Physiotherapists must review the advertisements placed by others on their behalf to ensure they meet the expectations in the advertising standard.
2. Physiotherapists must take reasonable steps to correct the advertisement.
3. Physiotherapists must document the steps taken.

Principles:

- Truth in advertising. Advertisements must be true, accurate and verifiable eg. avoid using expert when you mean experienced.
- Advertisements must not mislead.
- Consumers should easily understand the message.
- Advertisements must only contain information about services for conditions that the physiotherapist is competent to assess, diagnose and treat.
- Implied or stated guarantee of results can not be included
- Advertisements must not imply a Physiotherapist's services are better than other Physiotherapists
- Advertisements must not state or imply a brand or product is better than others

- Testimonials are not permitted.
- Giveaways are considered unethical: eg *come to our clinic's Grand Opening and enter to win a 55" television*
Instead: *Come to our Grand Opening and learn what Physiotherapy can do for you.* This promotes the profession.

Appendix E – Background for Leaving a Private Practice

CLINIC - THERAPIST EMPLOYMENT ARRANGEMENT

In the private clinic setting, the physiotherapist can either function as an employee or as an independent contractor. The nature of the physiotherapist's employment status should not have any bearing on the process of employment/contractual separation.

If however, a specific departure clause is needed, this should be discussed and best agreed upon before the start of employment/contract. A mutually signed contract/agreement would be binding. Any changes discussed and agreed upon made through the term of the employment/contract should be reflected in a signed amendment to this original contract.

If no signed contract/agreement has been put in place prior to the therapists' intended departure; the college expects from the therapist and the clinic owner to conduct themselves in a professional manner prioritizing the patient's needs and rights over any business related needs.

NLCPT PROFESSIONAL CONDUCT/ETHICS for CLINIC (owner(s))

Client care and the patient's interest should be central throughout any employment/clinic arrangement. While the clinic generally provides administrative and support staff and is expected to ensure a professional and private healthcare environment; they don't "own" the patient (regardless of the patient's referral base). At all times, is it the client's right to choose the location and/or provider for their physiotherapy service.

As such, the client should never be withheld information about any changes that could affect their expected level, nature or location of care. The client should be made aware well in advance of any changes to their service provider and/or service location as to be able to make a well-informed decision on agreeing to such change.

If the clinic agreed to allow the therapist to conduct his/her therapy at the clinic's place of business; they can not withhold or change this agreement without mutual consent and/or ample notice (as per pre-contract agreement). Doing so, would compromise the therapists' ability to conduct his/her profession withholding professional service to the patient and interfering with the therapists' ability to maintain gainful employment.

The clinic owner and its stake holder(s) are required to treat clients, therapists and team members with dignity and respect at all times.

PROFESSIONAL CONDUCT/ETHICS for PHYSIOTHERAPISTS

Client care and the patient's interest should be central throughout any employment/clinic arrangement. While the therapist ensures a professional and private healthcare service; they don't "own" the patient (regardless of the patient's referral base). At all times, it is the patient's right to choose the location and/or provider of their physiotherapy service.

As such, the client should never be withheld information and/or changes that could affect their expected level, nature or location of care. The client should be made aware well in advance of any changes to their service provider and/or service location as to be able to make a well-informed decision on agreeing to such change.

If the therapist has agreed to conduct his/her therapy at the clinic's place of business; they can not change this agreement without mutual consent and/or ample notice (as per pre-contract agreement). Doing so, would compromise the clinics' ability to conduct an efficient business.

The therapist is required to treat clients, team members and other stake holder(s) with dignity and respect at all times.

PATIENT'S RIGHTS AND REASONABLE EXPECTATIONS

- Client's right to choose their personal healthcare provider/clinic is paramount;
- No one "owns" the patient;
- Choosing the location and provider of their care is the patient's right; irrelevant to its referral base;
- Patients have the right for their personal info (email, contact info, health records etc) to be kept private;
- Patients should not be withheld information re. the physiotherapist's new location of practice.

RECORD MANAGEMENT/RELEASE

The practice/employer is typically the custodian of patient's records unless otherwise specified in the employment/contract agreement.

The custodian will retain records in a manner consistent with the Standards of Practice.

Both parties should have a written agreement in place ensuring the physiotherapists' ongoing access to patient records in the practice's custody when necessary.

While the physical record is the property of the custodian the information contained within the record is the property of the patient. Patients have the right to access and obtain copies of their records, without unreasonable barriers.

The practice may charge a reasonable administrative fee for costs associated with generating a copy of the patient record. This fee should represent the actual cost associated with generating such a copy and such not include any fee(s) for profit.

PROCEDURE OF DEPARTURE/SEPARATION

Active patients:

Patients who are undergoing active treatment should be notified of the pending change as soon as possible. It is recommended that this notification be in writing and inform the patient of the change and their options for ongoing treatment.

The patient should be asked to indicate in writing their preference for ongoing treatment: whether to remain at the current practice or to follow the therapist to another clinic.

*see sample letter below.

Patients with appointments booked after the Physiotherapists' Departure Date

The patient needs to be contacted and advised of the pending change, either by email or telephone. The information shared and procedure followed should be the same as per "active patients" (see above).

It is NOT acceptable for the patient to arrive at the clinic for their scheduled appointment expecting to see their physiotherapist only to be told they will be seeing a different therapist.

Patients who contact the clinic looking to book with the departed Physiotherapist

If patient calls the practice wishing to (re)-book with the therapist after their departure, the clinic staff must inform the patient that the physiotherapist has left the practice and provide the information regarding the physiotherapist's new location. If they are not aware of the physiotherapist's new location, they must advise the patient that they obtain the information through the NLCP's website.

It is NOT acceptable to book an appointment for the patient and not inform them the physiotherapist has moved until they arrive.

It is NOT acceptable for the former employer to withhold information in order to avoid a business loss; irrelevant of how long the parties have been separated.

This section is from the College of Physiotherapist of ON

What do the Standards of Practice say? In addition to these principles, there are several standards that physiotherapists must comply with when leaving a practice.

The Client Centered Care Standard requires physiotherapists to value the best interests of their clients. The Client Assessment, Diagnosis, Interventions Standard includes the requirement to promote continuity in service by collaborating and facilitating clients' transition from one provider to another.

The Collaborative Practice Standard requires the physiotherapist to communicate effectively with clients, team members, and other stakeholders to facilitate collaboration and coordinate care. The Standard also requires that the physiotherapist treats clients, healthcare team members, and other stakeholders with dignity and respect at all times. Finally, once the physiotherapist has made the move to their new location, he/she and the former employer are both required to comply with the Advertising Standard

and to refrain from advertising that questions or diminishes the skills of other providers or the services of other clinics or facilities.

Three common scenarios to consider:

1. The patient is undergoing active treatment and has upcoming scheduled appointments before the physiotherapist's employment change.
2. The patient has an appointment booked on a date after the physiotherapist's last day at the practice. In this case a letter (like the one below) may be helpful to give to the patient.

Dear (Patient):

On (month, day, year), (I or name of physiotherapist) will be leaving (name of practice) to (retire/go on leave/join a new practice/begin my own practice). As (I or name of physiotherapist) (am/is) presently providing you with physiotherapy services, it is important you know the options available to receive ongoing physiotherapy.

These options are:

1. Remain at (name of practice) and transferring care to (name of physical therapist).
2. Transfer to another practice in the area, a list will be provided to you.
3. Transfer to (name of practice or departing physiotherapist). Please advise (me, practice owner or administrative person) of your decision so that continuity of care can be assured. You may do so by indicating your choice below and returning a signed and dated copy.

Yours truly,

(Name of physiotherapist/practice owner)

Please choose one of the following options:

- I wish my file to stay with (name of practice and new physiotherapist).
- I would like to know about other physiotherapy practices in my area.
- I wish to continue care with (physiotherapist's name) at their new location.

Patient signature _____ Date _____

Three common scenarios to consider continued:

The basic premise of all patient records: while the physical record is the property of the custodian, the information contained within the record is the property of the patient. Patients have the right to access and obtain copies of their records, without unreasonable barriers. Although a practice may charge a reasonable fee for the work related to generating a copy of a patient record, these fees should represent the actual costs of generating the chart copy.

3. The patient has not attended physiotherapy recently and there are no upcoming appointments booked. Patients who are undergoing active treatment should be notified of the pending change as soon as possible. It is recommended that this notification be in writing and inform the patient of the change and their options for ongoing treatment. Patients should be provided with enough information to be able to make an informed decision. The patient should also be asked to indicate in writing their preference for ongoing treatment – whether to remain at the current practice or to follow the physiotherapist to their new location – enabling the transfer to a different physiotherapist if necessary.

A letter could be developed for physiotherapists and owners to modify as necessary. In the case of the patient who has an appointment booked after the physiotherapist's last day, the patient needs to be contacted and advised of the pending change. This may be done by email or telephone, and the information shared should follow the same format as the information in the letter. It is not acceptable for the patient to arrive at the clinic for their appointment expecting to see their physiotherapist only to be told that they will be seeing a different person.

In the case of patients who do not have an appointment scheduled nor a current plan for follow up, the physiotherapist should treat these patients as discharged and follow normal clinic procedures regarding the completion of discharge summaries and records before their last day.

If the patient calls the practice wishing to re-book with the physiotherapist after their departure, staff must inform the patient that the physiotherapist has left the practice and provide information regarding the physiotherapist's new location, if it is known. If they are not aware of the physiotherapist's new location, they must advise the patient that they may obtain the information through the NLCP website.

Again, it is not acceptable to book an appointment for the patient and not inform them that the physiotherapist has moved until they arrive.

It is also not acceptable for the former employer to withhold information in order to avoid a business loss.

Managing records The practice/employer is typically the custodian of patient records unless otherwise specified in the physiotherapist's contract. The custodian is responsible to ensure ongoing access to, secure storage and appropriate destruction of patient records.

While a physiotherapist may be the custodian of patient records, they should be thoughtful of these requirements and how they will fulfill them before opting to take on this responsibility. It is recommended that employment contracts specify which party will be responsible for record retention and that the custodian will retain the records in a manner consistent with the Standards of Practice.

The parties should also have a written agreement in place ensuring the physiotherapist's ongoing access to patient records in the practice's custody when necessary.

Although physiotherapists may wish to have a copy of the records of patients who follow the physiotherapist to the new location, they should carefully consider the value of such a chart copy considering the expense to the patient.

Is the chart copy necessary?

If the patient chooses to move to the new practice and wishes to obtain a copy of their record, they should make this request. The departing physiotherapist should not make the request on behalf of the patient.

Avoiding trouble

- Know the terms of your contract. If you are not sure what they mean, talk to your lawyer.
- When employing restrictive covenants in contracts, seek legal advice regarding their enforceability and reasonableness.
- Agree in advance which party will retain patient records.
- If the clinic will retain the records, have a signed agreement that the clinic will retain the records in a manner consistent with the Standards of Practice, and that the physiotherapist will be able to access the records (or copies thereof) upon request (e.g., to complete a medical-legal report).

FAQs

1) I am leaving clinic 'X' and I will be taking a copy of all my physiotherapy patients' charts. Is this OK?

No. The physiotherapist should only have access to copies of the records of former patients if the patients have requested that a chart copy be prepared. The client, not the physiotherapist, makes this request. The only exception would be if the physiotherapist and employer have agreed that the physiotherapist will be the custodian of their patient records. In this case the physiotherapist takes on the responsibility to retain the patient records securely, ensure access to, and appropriately destroy patient records. In this case the physiotherapist would retain the original records, not a copy.

2) Physiotherapist 'Y' is/has left the clinic and has taken a printout of all their patients' contact information so they can send notices thanking the patients for their business and providing information about their new location.

Can the physiotherapist do this?

No. Patient contact information (including telephone numbers, email addresses, and mailing addresses) is identified by privacy legislation as private information. When custodians collect patient private information, they are required to do so for an identified purpose and may only use information for the purposes identified. While they may identify contacting patients about upcoming appointments/appointment reminders as one such purpose, it is unlikely that they will have identified notifications of staffing changes as a purpose for data collection. This means that they may not use patient contact information for this purpose. The custodian also must protect private information from unauthorized access or use. When the physiotherapist is no longer an employee of the custodian, they are no longer an authorized user of information in the custodian's custody and control. The custodian should employ measures to ensure the physiotherapist does not have access to patient information that they no longer have authority to access. Similarly, physiotherapists should refrain from inappropriately accessing patient information to which they do not have a right to access and from using information for purposes other than those identified at the time of collection.

3) My current/past employer refuses to provide my patients with my new location even when the patient specifically requests the information.

Is this OK?

No. Employers cannot refuse to share information about the physiotherapist's location if they know it, simply to avoid a business loss. Again, patients have a right to choose their health-care providers. At a minimum, the employer needs to advise patients that they can obtain this information from the Physiotherapist Directory on the NLCP's website.

4) The non-solicit/non-compete clause in my contract states the clinic “owns” the patient and that I cannot inform them of my new location as this is soliciting their business.

Is this right?

As already stated, neither the physiotherapist nor the clinic “own” the patient. The patient has the right to choose their provider. Using the sample letter provided helps to provide information about the physiotherapist’s new location in a neutral manner. The letter is specifically worded to avoid favoring either party.

5) My contract includes a non-compete clause that states I cannot work within a 30km radius of my former practice site.

Is this OK?

The enforceability and reasonableness of restrictive covenants depends on several factors. Consult your lawyer about the terms of your contract and what they mean for you. In a best case scenario this should be done prior to signing the contract, not at the time of departure.

6) Who should notify patients that their physiotherapist is leaving the practice? The practice or the physiotherapist?

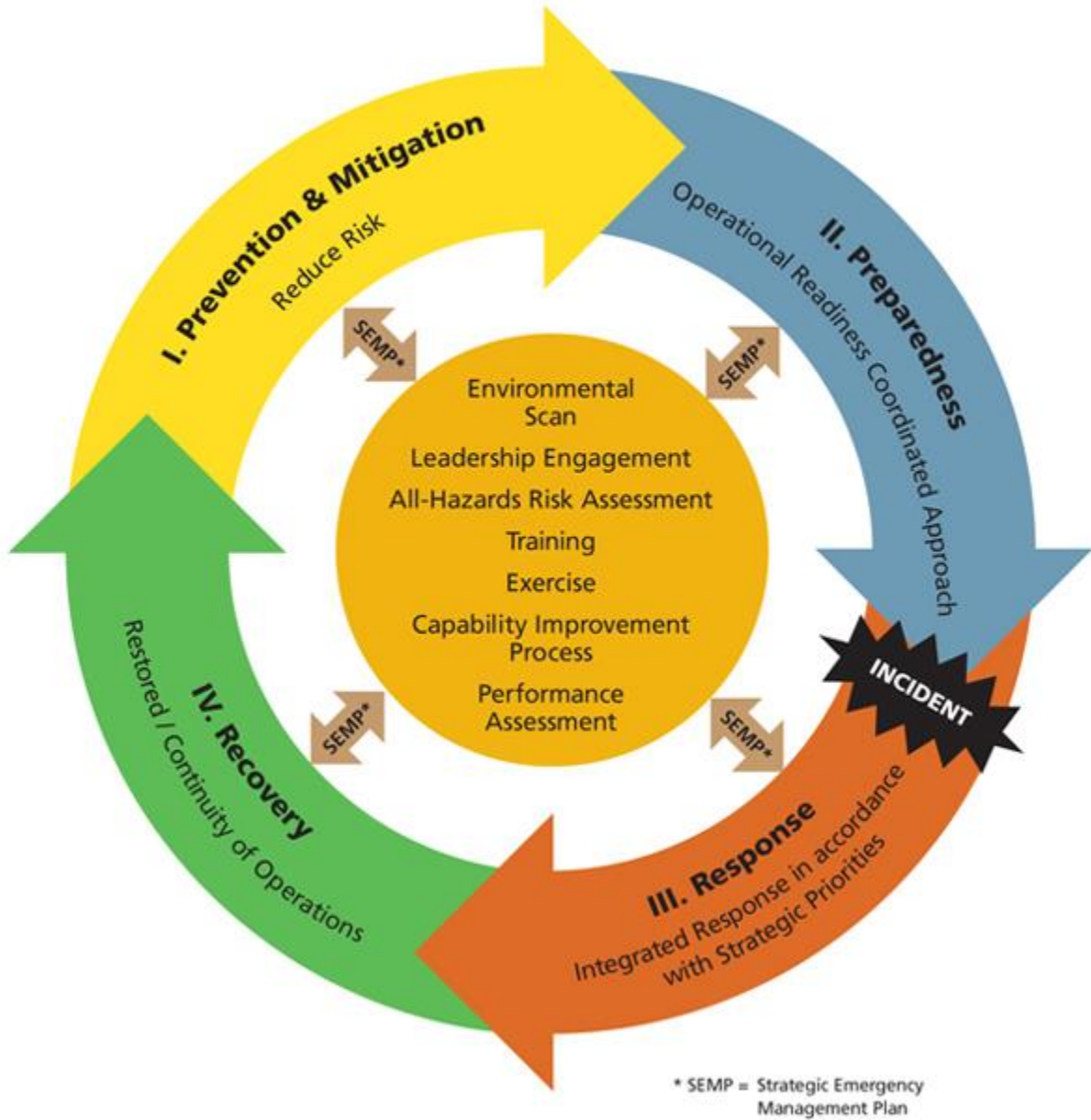
In the best-case scenario, this is a collaborative process and the physiotherapist and the practice agree about how patients will be notified and the wording of a letter (or script for telephone contact) that explains the change and patient’s options for ongoing care. Such letters should be written in a clear and neutral manner that allows the patient to choose the ongoing treatment option they deem most appropriate. Notifying patients of pending changes is one of the most challenging aspects of leaving a practice, but it helps to remember that employment change is normal and that any impact on the business of either party is likely to be short lived.

7) Who is responsible for keeping the patient records?

It depends on the contract between the physiotherapist and the employer, but it is common for the practice to retain the patient records. This is a sensible option, due to the responsibilities that come with being the custodian, and the fact that patients typically seek their records from a practice location, rather than seeking out their former physiotherapist.

Appendix D: Emergency Management Continuum

Emergency Management Continuum



Appendix B – Confidentiality Agreement

NEWFOUNDLAND AND LABRADOR COLLEGE OF PHYSIOTHERAPISTS

P.O. Box 21351 St. John's, Newfoundland and Labrador, CANADA A1A 5G6

Phone: 709-753-6527 Fax: 709-753-6526 E-mail: registration@nlcpt.com Website:

<http://nlcpt.com/>

Confidentiality Agreement

Each person who by his/her act of participating as a member of Council of the Newfoundland and Labrador College of Physiotherapists (the College), agrees to maintain the confidentiality and security of the College information as identified from time to time, including the following matters with respect to confidentiality:

1. I understand that some aspects of The College's business are highly confidential in nature.
2. I will ensure, to the best of my abilities, the confidentiality and security of all information and materials of The College.
3. I will co-operate with the gathering of evidence for the investigation of claims of breach of the policies and procedures related to ethical conduct and conflict of interest.
4. I understand that I will continue to be bound by the obligations of the confidentiality agreement even after I have ceased to be actively involved in decision making on behalf of The College.

Name (print):

Signature:

Date:

