



RU RMT 26 · GOOD BUSINESS PRACTICES

LECTURE 05 · FOUNDATIONS OF BUSINESS PRACTICE

Client-Facing Ethics, Professional Presentation and Informed Consent

Everything the client sees and experiences: marketing, forms, spaces, pricing, online presence, policies and consent.

Block A — Foundations of Business Practice

Day 3 · Session 1

Ruhani College · Registered Massage Therapy Diploma Program · Brampton, Ontario

9 Days · 63 Hours · 7 Hours per Day | Aligned with FOMTRAC Inter-Jurisdictional Practice Competencies, CMTO Standards of Practice and CMTCA accreditation standards

Where This Lecture Fits

Lecture 4 was the internal ethics of the practice. This is the external face of it.

Lecture 4 dealt with values, boundaries and internal policy — the things that govern how you decide. Lecture 5 turns outward to every point at which a client encounters your practice: your advertising, your forms, your treatment room, your fee schedule, your website and social media, your appearance, your policies, and the consent conversation itself.

These are ethical matters and regulatory ones simultaneously. The CMTO has Standards governing advertising, consent, record keeping, fees and billing, privacy, and draping. Each of them describes something the client experiences directly.

This lecture closes Block A's ethical foundation. Lectures 6 and 7 then examine the three career pathways: employment, independent contracting, and entrepreneurship.



Learning Outcomes

By the end of this lecture you will be able to:

- Produce marketing, advertising and forms that are honest, accurate and compliant with the CMTO Advertising Standard.
- Maintain treatment and waiting areas that build trust and meet infection prevention and control standards.
- Communicate fees, cancellation terms and tipping transparently, and bill with integrity.
- Manage a professional online presence that protects client confidentiality.
- Recognise unconscious representation and manage appearance, language and non-verbal communication.
- Build and apply a consistent set of client policies.
- Apply informed consent throughout care consistent with the HCCA and the CMTO Consent Standard, including consent for sensitive areas and withdrawal of consent.
- Respond appropriately to boundary-testing behaviour and terminate a therapeutic relationship properly.

Standards and Competency Alignment

Competency and regulatory basis

- **CMTO Advertising Standard:** advertising must be truthful, accurate, verifiable and not misleading.
- **CMTO Consent Standard:** informed consent must be obtained, documented and re-confirmed; it may be withdrawn at any time.
- **HCCA, 1996:** sets the elements of valid consent to treatment in Ontario.
- **CMTO Fees and Billing; Record Keeping; Privacy and Confidentiality; Draping and Physical Privacy Standards.**
- **PHIPA, 2004 and CASL:** govern personal health information and commercial electronic messages.

Why this matters in practice

- Advertising claims are the most easily verified thing about your practice and among the most frequently complained about.
- Consent is not a form signed once; it is an ongoing process the client can end at any moment.
- A single identifiable client photo posted without written consent is a privacy breach regardless of intent.
- Fee disputes and surprise charges damage trust disproportionately to the amounts involved.

What We Will Cover Today

- Marketing and advertising: honesty, accuracy and the CMTO standard
- Forms, intake documents and the treatment environment
- Pricing, fees, tipping and billing integrity
- Online presence, social media and confidentiality
- Unconscious representation: appearance, language and non-verbal signals
- Essential client policies and how to communicate them
- Informed consent under the HCCA and the CMTO Standard
- Sensitive areas, withdrawal of consent, and difficult dynamics
- Ending a therapeutic relationship; protecting against burnout



Vocabulary for This Lecture

- **Advertising** — any communication promoting your services, including a website, listing, sign or social post.
- **Testimonial** — a client endorsement; restricted under the CMTO Advertising Standard.
- **Capacity** — the ability to understand the information and appreciate the consequences of a decision.
- **Ongoing consent** — the requirement to re-confirm consent as treatment changes.
- **Verifiable claim** — a statement you could substantiate with evidence if asked.
- **Informed consent** — agreement given voluntarily, by a capable client, with adequate information.
- **Substitute decision-maker** — the person authorised to consent where a client lacks capacity.
- **Sensitive areas** — regions requiring specific, separately documented consent.

Vocabulary for This Lecture

- **Withdrawal of consent** — a client's right to stop treatment at any point, without explanation.
- **Unconscious representation** — what your appearance, space and manner communicate without words.
- **Scope of practice** — the limit of what an RMT may assess, treat and claim to treat.
- **Termination of the therapeutic relationship** — the proper process for ending care.
- **Draping** — the coverage standard that maintains physical privacy throughout treatment.
- **Cancellation policy** — the notice required and the fee applied when it is not given.
- **CASL** — Canadian Anti-Spam Legislation; governs consent for commercial electronic messages.
- **Burnout** — the state of exhaustion that follows sustained boundary erosion and overwork.

Marketing and Advertising

Everything you publish is a professional statement and is subject to the CMTO Advertising Standard.

- All marketing materials must be completely honest and professional. Advertisements, brochures, signage and listings must accurately represent your actual skill set and qualifications.
- Claims must be truthful, accurate and verifiable. If you could not substantiate a statement with evidence, do not publish it.
- Do not guarantee outcomes. Massage therapy does not produce guaranteed results, and promising them is both misleading and a standard violation.
- Do not claim to treat or cure conditions outside the RMT scope of practice, and do not imply expertise you do not hold.
- Use protected titles correctly: Massage Therapist, Registered Massage Therapist and RMT are restricted by the Massage Therapy Act, 1991.
- Testimonials are restricted. Review the current CMTO Advertising Standard before using client feedback in any form.
- Consistency of message and appearance across all materials builds a credible identity; contradictions read as carelessness.
- The client's actual experience must match what the advertising promised. Marketing that oversells produces disappointed clients and complaints.



Advertising Claims: Compliant and Non-Compliant

Non-compliant claim

“Guaranteed relief from back pain.”

“Cures sciatica and migraines.”

“Ontario's best massage therapist.”

“Massage Therapist — certified.”

“See what our clients say —
[testimonial].”

“50% off — today only!”

Why it fails

Outcomes cannot be guaranteed.

Claims to cure named conditions;
exceeds scope.

Not verifiable; comparative
superiority claim.

Misuses the protected title if not
registered; “certified” is vague.

Testimonials are restricted under
the Advertising Standard.

High-pressure tactics are
inappropriate for a health service.

Compliant alternative

“Therapeutic massage for people managing
back pain.”

“Assessment-based treatment that may help
manage symptoms associated with these
conditions.”

“Registered Massage Therapist with 8 years of
clinical experience.”

“Registered Massage Therapist (RMT),
registered with the CMTO.”

Describe your services and approach directly.

State the fee schedule plainly, including any
introductory rate and its terms.

Check the current CMTO Advertising Standard before publishing anything; the requirements are periodically revised.

Client-Facing Documents

The document set

- **Intake and health history.** Sufficient to screen for contraindications and to plan treatment; no more personal information than is needed.
- **Consent form.** Records that consent was obtained, but does not replace the consent conversation.
- **Privacy notice.** States what information you collect, why, who may see it, how long it is kept, and how a client can access or correct it.
- **Fee schedule and policies.** Prices, cancellation terms, payment methods, receipt practice.
- **Treatment records.** Assessment, plan, what was done, client response, and consent obtained. Covered fully in Lecture 14.

How they should read

- Plain language at a reading level your clients will actually manage.
- No unnecessary personal questions; collect only what you need.
- Clear about what happens to the information — this is a PHIPA requirement, not a courtesy.
- Available in advance where possible, so the client is not reading a legal document while undressed and anxious.
- Accessible formats considered under the AODA where applicable.
- Dated and version-controlled, so you know which version a client signed. Lecture 10 covers the naming convention.

The Treatment and Waiting Environment

The room is a communication. Clients read it before you say anything.

- Cleanliness is the most visible evidence of your infection prevention and control practice. Linens changed between every client, surfaces disinfected, hands washed visibly.
- Sound privacy matters as much as visual privacy. Check what can be overheard from the waiting area and from the corridor.
- The door and the locking arrangement should be obvious and reassuring: the client should know they can leave and that no one will walk in.
- Records must not be visible to anyone but you — screens locked, charts closed, nothing left on a reception desk.
- Storage for the client's belongings, within their sight or securely, and somewhere to sit while dressing.
- Temperature, lighting and noise controlled and adjustable; ask rather than assume.
- Accessibility: entrance, washroom, table height and transfer support, considered under the AODA where it applies.
- Decor and music should read as clinical and neutral. Ambiguity in the environment creates ambiguity about the service.

Designing an Intake Form That Works

The intake form is usually a client's first real experience of your professionalism.

- Collect what you need to screen for contraindications and plan treatment — and nothing beyond that. PHIPA requires collection to be limited to what is reasonably necessary.
- Ask about current concerns, relevant health history, medications, previous injuries, activity and occupation, and any prior experience of massage.
- Include an explicit question about what the client is comfortable with, and about areas they would prefer not to have treated.
- Separate the consent section visually and make it a conversation prompt rather than a signature trap.
- Provide the privacy notice with the form, not buried in it.
- Offer the form in advance — digitally through your practice-management system (Lecture 13) or on paper — so it is not completed under time pressure.
- Date and version the form. When you revise it, keep the old version so you know what a given client actually agreed to.
- Review completed forms before the client is on the table, not while they are waiting.



Pricing, Fees and Transparency

Setting and stating fees

- Publish the full fee schedule: every service, every duration, and any additional charges.
- State fees before treatment, not after. A client should never be surprised at the desk.
- State the cancellation and no-show policy at booking and in the confirmation.
- If you offer packages, prepaid blocks or memberships, state expiry, refund and transfer terms explicitly.
- Apply the schedule consistently. Ad hoc discounting undermines both revenue and trust.
- Review fees annually against costs, and give notice of increases.

Tipping and gratuities

- Practice varies by setting: customary in spas, uncommon in healthcare and multidisciplinary clinics.
- Whatever your position, make it clear and unpressured. No client should feel obliged to guess.
- If you do not accept tips, say so plainly and pleasantly rather than declining awkwardly at the desk.
- Gratuities are taxable income where received.
- A tip must never influence scheduling, treatment length or the quality of care.
- Never suggest a tip amount, and do not display prompts that pressure the client.



Billing Integrity

Your receipt is an insurance document. Treat it as one.

- A receipt must accurately state the service provided, its date, its duration, the fee paid, and your name and registration number.
- Never alter a date, duration, service description or amount at a client's request. This is insurance fraud and professional misconduct, regardless of the client's circumstances or how small the change appears.
- Never issue a receipt for a service not provided, including for a family member who did not attend.
- Do not bill for a longer treatment than was delivered, and do not describe a relaxation treatment as something else to satisfy a plan requirement.
- Direct billing arrangements do not change your obligation — you are certifying the accuracy of the claim.
- If a client pressures you, the answer is a plain refusal and a clear explanation. Document the request if it is repeated.
- Retain financial records with the same care as clinical records, and for the periods required by the CRA and the CMTO.

Managing a Professional Online Presence

What belongs online

- Accurate services, hours, location, accessibility information and fees.
- Your credentials stated correctly, and your registration status.
- Educational content within your scope: ergonomics, self-care, what to expect at a first appointment.
- Clear booking and contact routes.
- Your privacy notice and your policies.
- A consistent, professional visual identity across every channel.

What must never appear

- Any information that could identify a client — name, photograph, distinctive circumstance, or a story recognisable to those who know them.
- Clinical information about a named or identifiable person, even in an anonymised-sounding anecdote.
- Responses to online reviews that confirm someone was a client. Even a thank-you confirms attendance.
- Guarantees, cure claims, or scope-exceeding advice.
- Personal accounts used to interact with clients.
- Marketing emails or texts sent without CASL-compliant consent and a working unsubscribe.

Responding to Reviews and Complaints Online

The instinct to defend yourself publicly is the single most common source of privacy breaches by health professionals.

If a client posts a negative review, you cannot correct the record, because doing so requires confirming they were a client and referring to their care. Both are disclosures of personal health information. This is true even where the review is unfair or untrue.

The safe response is a brief, generic statement that invites offline contact and discloses nothing: an acknowledgement that feedback is taken seriously and an invitation to contact the practice directly. Nothing more.

Handle the substance privately. If the complaint is legitimate, address it. If it concerns your professional conduct, contact your liability insurer or association for advice early rather than after responding.

Unconscious Representation

You communicate constantly without intending to. Manage what you can see.

- **Appearance.** Clean, professional, practical clothing; short nails; controlled hair; minimal scent, since many clients are sensitive to fragrance.
- **Language.** Clinical, plain and neutral. Terms of endearment, jokes about the body, and casual commentary on a client's appearance all shift the register of the encounter.
- **Touch quality outside treatment.** A greeting, a guiding hand, a hand on the shoulder — each should be considered rather than automatic.
- **Non-verbal signals.** Where you stand while the client undresses, whether you knock and wait, how you hold the door, how you position yourself when speaking.
- **The space itself.** Music, lighting and decor communicate whether this is a healthcare setting or something else.
- **Punctuality and admin.** Running late, losing paperwork, and forgetting what was discussed all communicate how seriously you take the client.
- **Self-disclosure.** Sharing your own problems shifts the relationship and puts the client in a caretaking role. Keep it minimal and purposeful.



Essential Client Policies

Policy	What it must state	When it is communicated
Cancellation and no-show	Notice required, fee charged, how exceptions are decided.	Website, booking confirmation, intake, first visit.
Lateness	Whether a late arrival shortens the session or the fee changes.	Booking confirmation and intake.
Payment	Methods accepted, when payment is due, receipt practice.	Website and first visit.
Communication	Which channels are used and expected response times.	Website and booking confirmation.
Illness	When a client should not attend, and how that interacts with the cancellation fee.	Booking confirmation and reminders.
Draping and consent	How coverage is maintained and how consent is obtained and re-confirmed.	First visit and before each new region.
Privacy	What is collected, who sees it, how long it is kept.	Privacy notice at intake.
Children and accompanying persons	Whether a third party may be present, and in what circumstances.	Website and intake.

A policy that has not been communicated cannot fairly be enforced. Publish it, repeat it, and apply it consistently.



Communicating a Policy Without Conflict

Language that works

- “My cancellation policy is 24 hours' notice. Beyond that the session is charged in full.”
- “I'll send a reminder 48 hours before, so there's time to change it if you need to.”
- “If you're unwell, please don't come in — message me and we'll move it.”
- “I use the clinic number and email for everything to do with appointments.”
- “We agreed on the upper back today. If you'd like me to work anywhere else, just say and we'll talk about it first.”

Why it works

- States the policy as an existing rule, not a decision made about this client.
- Neutral and non-apologetic; apology invites negotiation.
- Pairs the constraint with the support that makes it fair.
- Repeated at booking, in the confirmation, and at the first visit — so it is never a surprise.
- Written down somewhere the client can check, which removes any argument about what was said.
- Applied identically to every client, which is what makes it a policy rather than a judgement.



The Elements of Informed Consent

01 It must relate to the treatment proposed

Consent is specific. Agreement to a back treatment is not agreement to work on the anterior thorax.

02 It must be informed

The client must receive the information a reasonable person would need: the nature of the treatment, its expected benefits, material risks and side effects, alternatives, and the likely consequence of not having it.

03 It must be voluntary

Given without coercion, pressure or undue influence — remembering the power imbalance from Lecture 4.

04 It must be given by a capable client

Capacity means being able to understand the information and appreciate the consequences. Where capacity is lacking, consent comes from a substitute decision-maker under the HCCA.

05 It must be obtained before treatment begins

And re-confirmed whenever the plan, the region treated, or the technique changes materially.

06 It must be documented

In the record, at the time. A signed form is evidence of a conversation, not a substitute for one.

07 It can be withdrawn at any time

Immediately, without explanation, and without any expression of displeasure from you.



Consent in Practice

Doing it well

- Explain what you intend to do, in plain language, before you do it — including position, region, technique and expected sensation.
- Ask an open question rather than a leading one: 'How does that feel?' invites a real answer; 'That's fine, isn't it?' does not.
- Check in when moving to a new region, when increasing pressure, and when the client's response changes.
- Obtain specific, separately documented consent before working in sensitive areas, and explain exactly what will happen.
- State explicitly at the first visit that the client may stop or change anything at any point.
- Document consent contemporaneously, including any refusal or modification.

Warning signs

- A client who agrees to everything immediately and asks nothing. Silence is not consent.
- A client who tenses, holds their breath, or goes very still. Stop and check.
- Relying on a form signed months ago for a treatment plan that has since changed.
- Explaining a technique only after beginning it.
- Treating a family member or friend without the same explicit consent process.
- Any internal sense that you would rather the client did not ask questions. That is the signal to slow down, not speed up.

Consent, Capacity and Substitute Decision-Makers

Most clients are capable. When they are not, the HCCA sets out who may consent.

- Capacity means being able to understand the information relevant to the decision and to appreciate the reasonably foreseeable consequences of a decision or lack of one.
- Capacity is decision-specific and can fluctuate. A client may be capable of consenting to a relaxation treatment and not to something more complex.
- Where a client is incapable with respect to a treatment, consent is obtained from a substitute decision-maker under the hierarchy set out in the HCCA.
- Involve the client in the discussion to the extent they are able, regardless of who gives consent.
- For a minor, the HCCA does not set a fixed age; capacity governs. Where a minor is not capable, consent comes from a parent or guardian.
- Document who gave consent, their authority to do so, and what was explained.
- If you are uncertain about capacity or authority, do not proceed on assumption. Seek advice from the CMTO practice advisory service.

Boundary-Testing and Over-Familiar Clients

Most boundary testing is ordinary and manageable. Respond early, plainly and without hostility.

- Name the behaviour factually and restate the policy: 'I work only within the areas we agreed. I'm going to keep to the treatment plan.'
- Do not laugh it off, and do not respond with sarcasm. Ambiguity from you invites further testing.
- Escalate in steps: redirect, restate, stop the treatment, decline further bookings. You may use any step immediately if the conduct warrants it.
- Ending a treatment early is always defensible. Stop, leave the room, allow the client to dress, and address it once they are clothed and seated.
- Document what was said and done, in factual, non-judgemental language, immediately afterwards.
- For anything of a sexual nature, do not attempt to manage it alone. Contact the CMTO practice advisory service, your insurer or your association for advice.
- If you work alone, have a safety plan: who knows your schedule, how you would summon help, and how the space is arranged.
- Never continue a treatment you are uncomfortable with in order to avoid an awkward conversation.



Terminating a Therapeutic Relationship

01 Confirm that termination is appropriate

Legitimate grounds include conduct that breaches your policies, a request outside your scope, an unmanageable dual relationship, or a therapeutic relationship that is no longer beneficial.

02 Give notice, in writing where practical

State plainly that you will not be continuing care. You do not owe a detailed justification, and detail often invites argument.

03 Do not abandon the client mid-course

Where care is ongoing and needed, give reasonable notice or complete a planned course where it is safe to do so.

04 Offer alternatives

Provide information about how to find another therapist. You are not obliged to make a personal referral.

05 Handle the records properly

The client retains the right of access. Transfer or provide copies on proper request, per PHIPA and Lecture 14.

06 Document the decision and the reasons

Factually. This record protects both of you if the decision is later questioned.

07 Seek advice for difficult cases

The CMTO practice advisory service exists for exactly this.



If a Client Withdraws Consent Mid-Treatment

01 Stop immediately

Remove your hands at once. Do not finish the stroke, and do not ask them to explain.

02 Acknowledge without pressure

“Of course — I've stopped. Would you like a moment?” Nothing that implies inconvenience.

03 Offer the options plainly

End the session, continue elsewhere on the body, or take a break. Let the client choose without a recommendation from you.

04 Allow privacy

Leave the room so they can dress if they wish to end. Do not conduct the conversation while they are undraped.

05 Address the fee sensibly

Charging a client in full for a session they ended because they were uncomfortable is defensible only rarely. Decide your policy in advance.

06 Document factually

What was being done, what the client said, what you did, and what was agreed. No interpretation of motive.

07 Review afterwards

Was the consent process adequate? Was the explanation clear? Most withdrawals point at something you can improve.

Protecting Yourself Against Burnout

Burnout in this profession is usually the accumulated cost of boundaries that were never enforced.

- The therapists who burn out are rarely the ones with the most clients. They are the ones who never charged for a late cancellation, always ran over, always answered the message at 10 pm, and never said no.
- Every policy in this lecture is also a self-protection measure. Enforcing them is not unkindness.
- Emotional labour is real work. Clients disclose difficult things; holding that requires recovery time and, sometimes, professional support of your own.
- Watch for the early markers: dreading a specific client, resenting the schedule, cutting corners on charting, skipping your own treatments.
- Build recovery into the schedule rather than hoping for it: a hard daily cap, a protected day, and real breaks.
- Peer contact prevents the isolation that turns a difficult month into a crisis.
- If your work is affecting your health, that is a business problem with a business solution — change the schedule, the fees, or the model. It is not a character failing.

The Through-Line of Block A

Everything in Lectures 1 to 5 points at the same conclusion.

A practice is sustainable when the therapist has defined what success means, understands their own finances, has chosen a realistic income model, has written down what they stand for, and has translated all of that into policies the client can see.

Each of those is a business decision and an ethical one at the same time. A fee schedule is both a revenue plan and a statement about honesty. A cancellation policy is both cash-flow management and boundary maintenance. A consent process is both risk management and respect.

Lectures 6 and 7 now apply this to the three concrete career pathways available to you after registration: employment, independent contracting, and building your own business.



Activity: Audit a Real Advertisement

Pairs. Allow 25 minutes. Bring a laptop or phone.

Step 1 (10 minutes). Each pair locates two genuine massage therapy advertisements — a clinic website, a social media page, a directory listing or a printed flyer. Do not name the clinic when reporting back.

Step 2 (10 minutes). Audit each against four tests: Is every claim truthful? Is every claim verifiable? Does anything imply a result the therapist cannot guarantee, or a treatment outside the RMT scope of practice? Are credentials and titles stated accurately, using the protected titles correctly?

Step 3 (5 minutes). Report one compliant example and one problem you found, described generically. Common problems include guaranteed outcomes, claims to cure named conditions, misuse of the title Registered Massage Therapist, and client testimonials.

Then write one sentence of advertising copy for your own future practice that would pass all four tests.

Taking This Into Your Living Business Plan

Add or revise the following sections of your plan after this lecture:

- Section 21 — Advertising and marketing policy: what you will claim, what you will not, and who reviews copy before it is published.
- Section 22 — Client-facing document set: intake form, health history, consent form, privacy notice, fee schedule, policy sheet.
- Section 23 — Fee schedule with cancellation and no-show terms, and where each is published.
- Section 24 — Online presence plan: channels, who posts, what is never posted, and the consent process for any client content.
- Section 25 — Consent procedure: initial, ongoing, sensitive areas, and how each is documented.
- Section 26 — Difficult-situation protocol: boundary testing, ending a treatment early, and terminating a therapeutic relationship.

Common Errors and Examination Focus

- Publishing outcome guarantees or claims to cure specific conditions. Both are advertising violations.
- Using client testimonials or before-and-after images without regard to the Advertising Standard and privacy law.
- Treating a signed intake form as consent for the whole course of care. Consent is ongoing.
- Assuming silence is consent. Consent must be positively obtained.
- Failing to obtain and document specific consent before working in sensitive areas.
- Posting anything that could identify a client — a photo, a schedule, a distinctive story — without written consent.
- Sending marketing emails without CASL-compliant consent and an unsubscribe mechanism.
- Charging a cancellation fee that was never communicated in advance.
- Continuing a treatment after the client has expressed discomfort, because they did not explicitly say stop.



Self-Test Questions

Answer these before completing the worksheet for this lecture. They are ungraded and will be reviewed in class.

1. List four tests every advertisement for your practice must pass, and give an example of a claim that fails each.
2. State the elements of informed consent under the HCCA. Which of them is most often overlooked in day-to-day practice?
3. A client asks you to date a receipt in December rather than January so it falls in the previous benefit year. Write the response you would give, and state what you would document.
4. A client leaves a negative online review containing inaccurate claims. Draft a compliant public response and explain what you must not include and why.
5. Describe the escalation steps available when a client tests a professional boundary, and state what you would record.

Key Takeaways

- Every claim you publish must be truthful, accurate and verifiable; outcome guarantees and cure claims are not permitted.
- Client-facing documents should collect only what is needed and explain plainly what happens to the information.
- The treatment environment communicates your standards before you say a word.
- Fees, cancellation terms and tipping practice must be stated in advance and applied consistently.
- A receipt is an insurance document; altering one is fraud and professional misconduct.
- Nothing that could identify a client belongs online, including a reply to a review.
- Consent is specific, informed, voluntary, capable, documented, ongoing, and revocable at any moment.
- Enforcing your own policies is the most effective burnout prevention available to you.

Texts and Professional Literature

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