By-laws of the Canadian Association of Music Therapists

Statuts De L'Association canadienne des musicothérapeutes

Part 1: Articles of Continuance
Part 2: By-laws
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A by-law relating generally to the conduct of the affairs of

Canadian Association of Music Therapists /L'Association canadienne des musicothérapeutes

(the "Association")

BE IT ENACTED as a by-law of the Association as follows:

Section 1: Definitions

In this by-law and all other by-laws of the Association, unless the context otherwise requires:

"***Act***" means the *Canada Not-For-Profit Corporations Act* S.C. 2009, c. 23 including the Regulations made pursuant to the *Act*, and any statute or regulations that may be substituted, as amended from time to time;

"**Articles**" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Association;

"**Board**" means the board of directors of the Association;

"**By-law**" means this by-law and any other by-law of the Association as amended and which are, from time to time, in force and effect;

"**Director**" means a member of the Board;

"**Meeting of Members**" includes an annual meeting of members or a special meeting of members;

"**Member**" means a member of the Association;

"**Members**" or "**Membership**" means the collective membership of the Association;

"**Ordinary Resolution**" means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;

"**Policy**" or "**Policies**" means such Board approved policies that are not inconsistent with the By-laws of the Association relating to the management and operation of the Association;

"**Procedure**" means such Board approved Procedures that are not inconsistent with the By-laws of the Association relating to the operation and processes of the Association;

"**Proposal**" means a proposal submitted by a member of the Association that meets the requirements of section 163 (Member Proposals) of the *Act*;

"**Regulations**" means the regulations made under the *Act*, as amended, restated or in effect from time to time; and

"**Special Resolution**" means a resolution passed by a majority of not less than two-thirds (2/3rds) of the votes cast on that resolution.

Section 2: Interpretation

In the interpretation of this by-law, the following rules shall apply:

i. other than as specified herein, words and expressions defined in the *Act* have the same meanings when used in these by-laws;

ii. words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

Section 3: Members

3.1 Class of Membership

Subject to the Articles, there shall be two classes of Members in the Association, namely, Class A Members and Class B Members. The following conditions of membership shall apply:

A) Class A Members

i. Class A Members shall be voting Members of the Association.

ii. Class A Membership shall be available to persons who have applied and have been accepted for Class A voting Membership in the Association.

iii. The term of Membership of a Class A voting member shall be annual, subject to renewal in accordance with the Policies of the Association.

iv. As set out in the Articles, each Class A voting Member is entitled to receive notice of, attend and vote at all Meetings of Members and each such Class A voting Member shall be entitled to one (1) vote at such meetings. Pursuant to Membership being in good standing.

v. The following persons are entitled to apply for Class A Membership:

a. Certified Music Therapist ("MTA") - anyone with the MTA credential;

b. MTA Graduate Student – anyone with the MTA credential who is enrolled in part-time or full-time graduate studies. 4-year timeline unless exception approved;

c. MTA Lifetime- anyone with the MTA credential who has received the Norma Sharpe award and wishes to maintain the MTA credential, completing the requirements to do so (ie. CE tracking and profile update);

d. MTA Inactive – anyone with the MTA credential who is not currently working in the field of music therapy including clinical practice, research, supervision or education but wishes to maintain the MTA credential, completing the requirements to do so (ie. annual membership fees and CE tracking) - this also applies to those who are retired and wish to maintain the MTA credential;

e. Retired – a previous MTA who wishes to continue as a CAMT member, receive member benefits, but will no longer hold the MTA credential; and

f. Pre-Credentialled – does not hold an MTA but is actively pursuing a clinical practice as a Music Therapist. Anyone in this category falls under one of the following headings:

    1. Music Therapy Student – anyone in a music therapy undergraduate or graduate program;

    2. Music Therapy Intern – anyone who is completing a CAMT-approved music therapy internship. 2-year timeline unless exception approved;

    3. International – anyone with a music therapy credential from another country wanting to work as a music therapist in Canada. 1-year timeline unless exception approved; and

    4. Returning – anyone who was previously a member of CAMT and is pursuing the MTA Credential – 1-year timeline unless exception approved.

B) Class B Members

i. Class B Members shall be non-voting Members of the Association except where required by the *Act*.

ii. Class B non-voting Membership shall be available to persons who have applied and have been accepted for Class B non-voting Membership in the Association.

iii. The term of Membership of a Class B non-voting Member shall be annual, subject to renewal in accordance with the Policies of the Association.

iv. Subject to the *Act* and the Articles, a Class B non-voting Member shall not be entitled to receive notice of, attend or vote at Meetings of the Members of the Association.

v. The following persons are entitled to apply for Class B Membership:

a. CAMT Advocate Membership – is a category for individuals and organizations who are not Certified Music Therapists (MTAs) nor on the path to obtaining the MTA credential but wish to support the work of Certified Music Therapists (MTAs) and music therapy in Canada; and

b. CAMT Advocate Student Membership - Students in disciplines other than music therapy. This includes those who are taking pre-requisite courses in order to seek enrollment in a music therapy education program. (i.e. High school students, Bachelor of Music students) and students in related areas of study.

3.2 Admission to Membership

All applications for Membership in the Association shall be made in writing to the Board, or any such person or persons designated by the Board, in such form as may be approved by the Board from time to time. Upon approval of such application the applicant shall be entered upon the list of Members and thereupon the applicant shall become a Member. The list of Members shall be determinative of Membership in the Association.

3.3.1 Duties of Members

Every Member shall:

i. Pay annual Membership dues and fees as may be determined from time to time by the Board; and

ii. Sign a statement that they have read and agree with the provisions in the Articles, By-laws, and Policies of the Association.

3.4 Good Standing

A Member is in good standing unless the Member has died, resigned, been suspended, removed, or has past due annual fees.

3.5 Termination of Membership

A person shall cease to be a Member of the Association:

i. By delivering notice of resignation in writing to the Association. The resignation of a Member becomes effective on the date the letter of a written resignation is sent to the Association or on the date specified in the letter of resignation, whichever is later;
ii. Upon death;
iii. When the Member's term of Membership expires;
iv. The Member is removed by the Board in accordance with Section 3.8;
v. Upon failure to pay outstanding fees after being provided with 30 days' notice that past due fees will result in removal;
vi. Upon failure to comply with continuing education requirements that may be set by the Board from time to time; or
vii. The Association is liquidated or dissolved under the *Act.*

Subject to the Articles, upon any termination of Membership, the rights of the Member, including any rights in the property of the Association, automatically cease to exist and all fees paid shall be forfeit. For clarity, rights to indemnification of a former Director or Officer of the Association shall continue to apply in accordance with Section 8.3 of this By-law notwithstanding that all rights of the Member automatically cease to exist upon termination of Membership.

3.6.1 Discipline of Members

The Board, the Board on the recommendation of the Resolution Committee in accordance with the Complaints Investigation Procedure set out at Schedule "A", or the Resolution Committee, may suspend or remove any Member from the Association for any one or more of the following grounds:

i. violating any provision of the Articles, By-laws, or Policies of the Association;
ii. carrying out any conduct which may be detrimental to the Association as determined by the Board, or the Resolution Committee, in its sole discretion; or
iii. for any other reason that the Board, or the Resolution Committee, in its sole discretion considers to be reasonable, having regard to the purposes of the Association.

In the event that the Resolution Committee determines that action should be taken against a Member, including but not limited to expulsion or suspension from Membership in the Association, the provisions of the Complaints Investigation Procedure shall apply.

In the event that the Board determines that a Member should be expelled or suspended from Membership in the Association, or, following a review of any action to be taken or not taken against a Member by the Resolution Committee pursuant to the Complaints Investigation Procedure, the President shall provide twenty (20) days' notice of the Board's decision to the Member, which may include suspension or removal of the Member, and shall provide reasons for the decision. The Member may make written submissions to the President in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the President, he/she may proceed to notify the Member of the proposed action, including that the Member is suspended or removed from Membership in the Association. Where written submissions are received in accordance with this Section, the Board will consider such submissions in arriving at a final decision and shall notify the Member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The Board's decision shall be final and binding on the Member, without any further right of appeal.

3.7 Reinstatement

A Member whose Membership has been suspended but is otherwise duly qualified for Membership under the provisions of these by-laws may at any time apply to the Board to be restored to a Member in good standing. The Board shall, from time to time, set the Reinstatement Policy.

Section 4: Meetings of Members

4.1 Place of Members' Meeting

Subject to compliance with section 159 (Place of Members' Meetings) of the *Act*, meetings of the Members may be held at any place within Canada determined by the board or, if all of the Members entitled to vote at such meeting so agree, outside Canada.

4.2 Participating at Meeting by Telephone or Electronic Means

If all Directors consent, a Director may, in accordance with the Regulations, participate in a Board meeting, by means of a telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting. A Director participating in the meeting by such means shall be deemed for the purposes of the Act to have been present at that meeting. A consent pursuant to this Section may be given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and committees of the Board.

4.3 Persons Entitled to be Present at Members' Meetings

The only persons entitled to be present at a Meeting of Members shall be those admitted to Membership of the Association, the Directors and the public accountant of the Association and such other persons who are entitled or required under any provision of the *Act*, Articles or By-laws of the Association to be present at the meeting. Any other person may be admitted only on the invitation of the Chair of the meeting or by resolution of the Members.

4.4 Chair of Members' Meetings

In the event that the President and the Vice-President are absent, the Members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.

4.5 Special Meeting

A special meeting of the Members of the Association may be called at such time and place as the Board may determine or upon the request of five (5) percent or more of the voting Members of the Association.

4.6 Notice of Members Meetings

a. Notice of any meeting shall contain sufficient information to permit a Member to make a reasoned judgment on the decision to be taken. Notice will be given by the following means:
    i. by mail, courier or personal delivery to each Member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
    ii. by telephonic, electronic or other communication facility to each Member entitled to vote at the meeting, during a period of 21 to 35 days before the day on which the meeting is to be held.
b. The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the Members entitled to receive notice does not invalidate proceedings at that meeting;
c. Notice of a Meeting of Members shall also be given to each Director and to the public accountant of the Association during a period of 21 to 60 days before the day on which the meeting is to be held;

4.7 General Voting Rights

Class A Members are entitled to cast one vote on a resolution only if the Member is in good standing in accordance with these By-laws. Subject to the *Act,* Class B Members are not entitled to vote. At all meetings of Members, a majority of the votes cast shall govern matters put to a vote except where the *Act* or these By-laws provide otherwise.

4.8 Quorum

A quorum at any meeting of the Members shall be 10 percent of the members entitled to vote at the meeting. If a quorum is present at the opening of a Meeting of Members, the Members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting. For the purpose of determining quorum, a Member may be present in person, by telephonic and/or by other electronic means, or any absentee voting permitted by this By-law.

4.9 Voting on resolutions and motions

i. An Ordinary Resolution, except where the *Act* or these by-laws provide otherwise, shall be passed by simple majority of the votes cast;

ii. A Special Resolution, except where the *Act* or these by-laws provide otherwise, shall be passed by not less than two-thirds (2/3rds) of the votes cast;

iii. Voting shall be by a show of hands except if a ballot is demanded by a member entitled to vote at the meeting. In that case, a secret ballot using a method as determined from time to time by the Board shall be used.

4.10 Participation by Electronic Means at Members' Meetings

If the Association chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a Meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the *Act*. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this by-law, any person participating in a Meeting of Members pursuant to this section who is entitled to vote at that meeting may vote, in accordance with the *Act*, by means of any telephonic, electronic or other communication facility that the Association has made available for that purpose.

4.11 Members' Meeting Held Entirely by Electronic Means

Meetings of Members can be held entirely by telephonic, an electronic or other communication facility so long as all participants can communicate adequately with each other. All Meetings of

Members held entirely electronically shall ensure anonymity and verification consistent with the *Act*.

4.12 Additional rules and regulations for voting

Except where the *Act* or these by-laws provide otherwise, the Board of Directors may make any Policies or Procedures for the holding of elections and voting and for making all the necessary arrangements therefore as it may consider advisable. These Policies or Procedures must not conflict with the By-laws or the *Act*.

4.13 Absentee Voting

Pursuant to section 171(1) (Absentee Voting) of the *Act*, a Member entitled to vote at a Meeting of Members may vote by mailed-in ballot if the Association has a system that:

i. enables the votes to be gathered in a manner that permits their subsequent verification; and
ii. permits the tallied votes to be presented to the Association without it being possible for the Association to identify how each member voted.

Pursuant to subsection 197(1) (Fundamental Change) of the *Act*, a special resolution of the Members is required to make any amendment to the By-laws of the Association to change this method of voting by Members not in attendance at a Meeting of Members.

Section 5: Directors

5.1 Composition of the Board

The Board shall consist of the minimum and maximum number of Directors as specified in the Articles. The Directors shall be elected by the Members in a general meeting and shall retire in rotation, provided that at the Meeting of Members at which this By-law is confirmed, three Directors shall be elected for a term of three years, two Directors shall be elected for a term of two years, two Directors shall be elected for a term of one years. Thereafter, a number of Directors sufficient to replace retiring Directors shall be elected for a term of two years. Non-music therapist Directors may be nominated by the President with approval of the Executive and may never constitute more than a combined minority vote on the Board. Non-music therapist Directors shall apply for complimentary Membership.

5.2 Qualification

Subject to 3.1, all Directors shall be:

i. at least 18 years of age;
ii. capable;
iii. an individual;
iv. not a bankrupt; and
v. a Member in good standing.

5.3 Nomination

In each election year a call for nominations for Directors to be appointed to the Board shall be put forward to the Membership in accordance with the Procedure for nomination as determined by the Board from time to time.

5.4 Election

a. Subject to the Articles, Directors shall be elected by the Members by Ordinary Resolution at each annual Meeting of Members at which an election of Directors is required. The Directors shall be elected to hold office for a term as determined by the Board;
b. A Director whose term of office expires shall be eligible for re-election;
c. Immediately after each annual general Meeting of Members there shall be held a meeting of such of the newly elected Directors as are then present provided that they constitute a quorum, without further notice, for the transaction of such other business as may come before the meeting.

5.5 Vacation of Office

The office of any Director shall be vacated upon the occurrence of any of the following events:

i. upon death;
ii. if the Director resigns from office by notice in writing to the President the Association;
iii. if the Director is removed in accordance with Section 5.6 hereof; or
iv. if the Director is no longer a Member in good standing.

5.6 Removal of Director

The Members may, by Ordinary Resolution passed at a special meeting of Members, remove any Director from office before the expiration of the Director's term.

5.7 Board Vacancy

In the event of a vacancy on the Board in accordance with Section 5.5, or due to an insufficient number of candidates at the time of election, a quorum of the Board may, by ordinary resolution, appoint a duly qualified successor to complete the term of office or portfolio. The appointee shall hold office temporarily until the next Annual General Meeting (AGM), at which time the appointee shall be required to formally stand for election to continue in the role.

Section 6: Meetings of the Board

6.1 Place of Meetings

Regular meetings of the Board may be held at such place and time as the Board may determine from time to time.

6.2 Calling of Meetings

The Secretary/Treasurer of the Association shall call a meeting of the Board upon request of the President of the Association or any two (2) Directors.

6.3 Notice

Notice specifying the place, date, and time of every Board meeting shall be served upon each of the Directors by mail or other form of direct communication at least 48 hours prior to the time fixed for such meeting. A Director may waive notice of a Board meeting. Provided that attendance of a Director at a Board meeting is a waiver of notice of the meeting, except if the Director attends a Board meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

6.4 Participation by Email or other Electronic Means

Meetings held by email and other electronic means are acceptable where all Directors consent to it. A Director may participate in a Board meeting by means of conference call or other communication facilities by which all Directors participating in such meeting can witness each other's comments. A Director participating in a Board meeting in accordance with this section shall be deemed to be present at the meeting and to have so agreed and shall, unless disqualified for any other reason be counted in the quorum therefore and be entitled to speak and vote thereat.

6.5 Quorum

Fifty (50) percent of the Directors shall constitute a quorum for meetings of the Board, despite any vacancy(ies) among the Directors.

6.6 Chair

The President of the Association, or in the absence of the President, the Vice-President, shall be Chair of any meeting of the Board. In the absence of such Executive Officers, the Directors present shall choose one of their number to be Chair.

6.7 Voting

At all meetings of the Board every Director present shall be entitled to one vote and, subject to the provisions of these by-laws, every resolution or question shall be decided by a majority of the votes cast on the resolution or question. In the case of an equality of votes, the Chair of the meeting shall be entitled to cast a deciding vote.

6.8 Resolutions in writing

A resolution in writing signed by all the Directors and placed with the minutes of the Board is as valid and effective as if regularly passed at a meeting of the Board.

6.9 Minutes

The minutes of the Board of Directors shall be distributed to Directors upon completion. They shall be made available to the general Membership of the Association upon request with topics of a confidential or sensitive nature redacted.

Section 7: Officers

7.1 Appointment

The Board may designate the offices of the Association, appoint Officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such Officers the power to manage the affairs of the Association. A Director may be appointed to any office of the Association. An Officer may, but need not be a Director, unless this By-law otherwise provides. Two or more offices may be held by the same person.

7.2 Offices

a. There shall be an Executive Committee composed of no more than four (4) persons appointed by the Board;

b. The Executive Officers of the Association shall consist of the President, President-Elect, Past-president, and Secretary/Treasurer;

c. The President shall be a Director of the Association;

7.3 Duties of Executive Officers

The duties of all Officers of the Association shall be such as the terms of their engagement call for or the Board requires of them. The Board may from time to time and subject to the Act or written agreement to the contrary, vary, add to or limit the powers and duties of any Officer.

7.4 Executive Meetings

Meetings of the Executive Committee shall take place in accordance with the Policies and Procedures as determined from time to time by the Board.

Section 8: Protection of Directors, Officers, and Others

8.1 Duties of Directors and Officers

Every Director and Officer in exercising such person's powers and discharging such person's duties shall act honestly and in good faith with a view to the best interests of the Association and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Every Director and Officer of the Association shall comply with the Act, the Regulations, Articles, By-laws and Policies of the Association.

8.2 Limitation of Liability

No Director or Officer (with "Director(s)" and "Officer(s)" in this Section 8.2 to include former Directors and former Officers) shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the money of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the money, securities or effects of the Association shall be deposited, or for any loss occasioned by any error of judgment or oversight on the Director or Officer's part, or for any other loss, damage or misfortune which shall happen in the execution of such person's duties of office, unless the same are occasioned by the Director or Officer's own wilful neglect or default or otherwise result from the Director or Officer's failure to act in accordance with the Act and the Regulations.

8.3 Indemnity

To the greatest extent permitted by law, the Association shall indemnify a Director or Officer of the Association, a former Director or Officer of the Association or another individual who acts or acted at the Association's request as a Director or Officer or in a similar capacity of another entity, and such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal, administrative or investigative or other proceeding in which the individual is involved because of that association with the Association or other entity if,

i. the individual acted honestly and in good faith with a view to the best interests of the Association or, as the case may be, to the best interests of the other entity for which the individual acted as Director or Officer or in a similar capacity at the Association's request; and
ii. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

The Association may indemnify such person in all such other matters, actions, proceedings and circumstances as may be permitted by law. Nothing in this By-law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law.

8.4 Insurance

To the greatest extent permitted by law, the Association may purchase and maintain insurance for the benefit of any person entitled to be indemnified as the Board may determine from time to time against any liability incurred by the individual:

i. in the individual's capacity as a Director or an Officer of the Association; or
ii. in the individual's capacity as a Director or an Officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Association's request;

provided that due consideration shall first be given to the requirements under the *Charities Accounting Act* (Ontario) for the purchase of Directors and Officers liability insurance.

Section 9: Financial Year

The financial year end of the Association shall be determined by the Board.

Section 10: Banking Arrangements

10.1 Banking Arrangements of the Association

The banking business of the Association shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board may designate, appoint or authorize from time to time. The banking business or any part of it shall be transacted by an Officer or Officers of the Association and/or other persons as the Board may from time to time designate, direct or authorize.

10.2 Contracts, Cheques, and Drafts

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Association may be signed by any two (2) of its officers or directors. In addition, the board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal (if any) to the document. Any signing officer may certify a copy of any instrument, resolution, by-law or other document of the Association to be a true copy thereof.

Section 11: Borrowing Powers

The Directors of the Association may from time to time:

i. borrow money on the credit of the Association;
ii. issue, reissue, sell, pledge or hypothecate debt obligations of the Association; and
iii. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Association, owned or subsequently acquired, to secure any debt obligation of the Association.

The Directors may delegate the aforementioned powers to an Officer or a committee of Directors.

Section 12: Annual Financial Statements.

The Association may, instead of sending copies of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the *Act* to the Members, publish a notice to its Members stating that the annual financial statements and documents provided in subsection 172(1) are available at the registered office of the Association and any Member may, on request, obtain a copy free of charge at the registered office,by prepaid mail, or electronically.

Section 13: Committees

13.1 Appointment

The Board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the *Act*, with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such Policies and Procedures as the board may from time to time make. Any committee member may be removed by resolution of the Board.

13.2 Responsibilities

All committees shall be responsible to, and their actions shall be subject to the sanction of the Board. No expenditures shall be made and no debt, or other obligations shall be incurred by any committee without the approval of the Board.

13.3 Committee Meetings

The provisions of Section 6 governing meetings of the Board shall apply equally to meetings of any committee of the Association, with such changes that the Board may determine from time to time.

Section 14: Provincial and Multi-Provincial Associations

The Board may, from time to time, set Policies and Procedures relating to the formation and governance of affiliated Provincial and Multi-Provincial Associations.

Section 15: Public Accountant and Financial Review

The Association shall be subject to the requirements relating to the appointment of a public accountant and level of financial review required by the *Act*. The public accountant, if one is appointed, must meet the qualifications in the *Act*, including being independent of the Association and its affiliates, as well as the Directors and Officers of the Association and its affiliates. The Directors may fill any casual vacancy in the office of the public accountant to hold office until the next following annual meeting. The remuneration of the public accountant may be fixed by Ordinary Resolution of the Members, or if not so fixed, shall be fixed by the Board.

Section 16: Corporate Seal and Custody

The Board may from time to time adopt a seal for the Association. Any seal adopted by the Board shall be under the control of the Board and the responsibility for its custody and use from time to time shall be as determined by the Board.

Section 17: Amendments

17.1 Amendment of Articles

The Articles of the Association may only be amended if the amendment is sanctioned by a Special Resolution of the Members. Any amendment to the Articles is effective on the date shown in the certificate of amendment.

17.2 Amendment of By-laws

Subject to the Articles, the Board may, by resolution, make, amend or repeal any By-laws that regulate the activities or affairs of the Association. Any such By-law, amendment or repeal shall be effective from the date of the resolution of Directors until the next meeting of Members where it may be confirmed, rejected or amended by the Members by Ordinary Resolution. If the By-law, amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The By-law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next Meeting of Members or if it is rejected by the Members at the meeting.

This section does not apply to a by-law that requires a Special Resolution of the Members according to subsection 197(1) (fundamental change) of the *Act* because such by-law amendments or repeals are only effective when confirmed by Members.

Section 18: Continuing Education Policy

The Association shall maintain Policies and Procedures regarding continuing education requirements for Members.

Section 19: Registration of Professional Members

19.1 Certification

The Association shall maintain Policies and Procedures regarding the registration process of MTAs. These documents will be available upon request from the Association.

19.2 Credentials

Each candidate who successfully meets the requirements as stipulated in the Policies and Procedure maintained by the Association and set by the Board from time to time, shall be granted the status Certified Music Therapist and be entitled to use the credential "MTA" or such other designations as approved by the Board. MTA is a Certification Mark that is registered with the Trademarks Offices with Industry Canada - Canadian Intellectual Property Office.

19.3 Termination of Credential

Proceedings for termination of MTA credentials may commence when an MTA has not maintained Membership in good standing for a period of six (6) months.

19.4 Reinstatement of Credential

The Association shall maintain Policies and Procedures regarding the reinstatement of the credential MTA. Individuals whose MTA status has been terminated as a result of unpaid fees may seek reinstatement of MTA status by applying for re-certification.

Section 20: Complaints Investigation Procedure

The Complaints Investigation Procedure attached hereto as Schedule "A" shall govern the investigation of complaints as against Members of the Association or the Association itself.

Section 21: Remuneration

21.1 Remuneration of employees and agents

The remuneration of the employees and agents of the Association and the terms and conditions of their tenure of office or employment shall be as determined by the Board from time to time.

21.2 Remuneration of Directors, Officers and committee members

Directors, Officers, and committee members shall not receive any stated remuneration for their services and shall not directly or indirectly profit from the position. By resolution of the Board, expenses may be allowed for the attendance at each regular or special meeting of the Board and further a Director, Officer or committee member may be paid reasonable expenses incurred in the performance of their duties. Nothing herein contained shall be construed to preclude any Director, Officer or committee member from serving the Association as an employee or agent or in any other capacity and provided further that any Director, Officer or committee member who is engaged in or is a member of a firm engaged in any business or profession may act in and be paid the usual professional costs and charges for any professional business to be done in connection with the administration of the affairs of the Association.

Section 22: Invalidity of any Provisions of this By-law

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.

Section 23: Omissions and Errors

The accidental omission to give any notice to any Member, Director, Officer, or public accountant, or the non-receipt of any notice by any such person where the Association has provided notice in accordance with the By-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

Section 24: Mediation and Arbitration

Disputes or controversies among Members, Directors, Officers, committee members, or volunteers of the Association are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in Section 25 of this By-law.

Section 25: Dispute Resolution

Save as expressly set out herein, in the event that a dispute or controversy among Members, Directors, Officers, committee members or volunteers of the Association arising out of or related to the Articles or By-laws, or out of any aspect of the operations of the Association and for which there is not a specified Procedure nor is it resolved in private meetings between the parties then without prejudice to or in any other way derogating from the rights of the Members, Directors, Officers, committee members, employees or volunteers of the Association as set out in the Articles, By-laws or the *Act*, and as an alternative to such person instituting legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

i. The dispute or controversy shall first be submitted to a panel of mediators whereby one party appoints one mediator, the other party, or if applicable the Board of the

Association appoints another mediator, and the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties;

ii. The number of mediators may be reduced from three to one or two upon agreement of the parties; and

iii. If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the Provincial or Territorial legislation governing domestic arbitrations in force in the Province or Territory where the registered office of the Association is situated or as otherwise agreed upon by the parties to the dispute. The parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

All costs of the mediators appointed in accordance with this section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this section shall be borne by such parties as may be determined by the arbitrators.

Section 26: Identification and Repeal of Former By-Laws

(a) "By-laws of the Canadian Association of Music Therapists" dated 2004 and amended in 2024 is hereby repealed and replaced by General Operating By-Law No. 1 herein effective immediately upon the enactment of this By-law at the time of confirmation by the Members of the Association;

(b) The said repeal of "By-laws of the Canadian Association of Music Therapists" dated 2004 and amended in 2024 shall not affect the previous operations of such By-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to any such By-law prior to its repeal. All Officers and persons acting under such By-law so repealed shall continue to act as if appointed under the provisions of this By-law. All Board or Members' resolutions, with continuing effect, passed under such repealed By-law shall continue to be valid, except to the extent inconsistent with this By-law, and until amended or repealed.

This section does not apply to a by-law that requires a special resolution of the Members according to subsection 197(1) (fundamental change) of the *Act* because such By-law amendments or repeals are only effective when confirmed by members.

ENACTED by the Directors of the Association this 27th day of July, 2024.

Emily Mostratos

Emily Mostratos, President

SWilliams

Stephen Williams, Secretary

CONFIRMED by the Members of the Association this 27th day of July, 2024.

SWilliams

Stephen Williams, Secretary

Canadian Association of Music Therapists
Association canadienne des musicothérapeutes

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Canadian Association of Music Therapists
CODE OF ETHICS

PREAMBLE

Introduction

The Canadian Association of Music Therapists (CAMT) is a federally incorporated, self-regulated non-profit professional association. As such, CAMT is dedicated to promoting the practice of music therapy in clinical, educational, and community settings throughout Canada. All Certified Music Therapists (MTAs) are required to act in an ethical manner while carrying out their professional duties. To signify their understanding of this, they must sign a statement of adherence to the CAMT Code of Ethics (hereafter called the code).

The code articulates ethical principles, values, and standards to guide all clinical members in their everyday conduct and in the resolution of ethical dilemmas. The principles and values are stated broadly in order to apply to the various roles and contexts in which Certified Music Therapists work. The code is not exhaustive and, therefore, conduct that is not specifically addressed by the code is not, by its exclusion, necessarily ethical or unethical. The code covers the following five principles:

I. Respect for the Dignity and Rights of Persons
II. Responsible Practice
III. Integrity in Relationships
IV. Extended Responsibility
V. Responsible Organizational Leadership

Certified Music Therapists, students, and interns must be aware of and comply with Federal, Provincial, and Territorial Laws. The code is not a substitute for the Law; therefore, if there is any conflict between the code and the law, the law takes precedence.

Membership in the CAMT commits all clinical members to abide by the CAMT Code of Ethics. Certified Music Therapists who hold positions of leadership in the profession, such as CAMT Board members, staff, and committee co/chairs, university educators, and practicum and internship supervisors, have an elevated level of responsibility to model ethical conduct through careful and deliberative adherence to the articles of this code. Certified Music Therapists, students, and interns should be aware that the code establishes expectations for conduct and could be applied to them by courts or other public bodies.

The Canadian Association of Music Therapists (CAMT) recognizes that the purpose of the profession is to engage with and utilize music purposefully, within therapeutic relationships, to support development, health, and well-being (CAMT, 2020). The profession also supports the development of education and training, research, and professional practice in music therapy. In doing so, the CAMT advocates adherence to the principles of Respect for the Dignity and Rights of Persons, Responsible Practice, Integrity in Relationships, Extended Responsibility, and Responsible Organizational Leadership.

Structure of the Code

The five ethical principles are outlined and further broken down into statements that serve as standards of acceptable practice.

The Principles and Values

Principle I: Respect for the Dignity and Rights of Persons

Certified Music Therapists accept, as essential, the principle of 'Respect for the Dignity and Rights of Persons'; that is, they uphold the fundamental rights of each person, and accept that an individual should be treated as a person, not as an object or a means to an end. Certified Music Therapists acknowledge that all persons have a right to expect that their innate worth as human beings will be recognized, protected, and affirmed, and that this worth is not contingent upon or devalued because of race, ethnicity, nationality, religious beliefs, sex, gender identity, gender expression, sexual orientation, ability/disability, age, socio-economic status, marital status, political affiliation, and/or any other personal characteristic, preference, condition, or status. In adhering to this principle, Certified Music Therapists are specifically concerned with the values of General Respect, Social Justice, Privacy, and Informed Consent.

Principle II: Responsible Practice

Certified Music Therapists accept, as essential, the principle of 'Responsible Practice'; that is, they ensure that all activities occurring in the course of music therapy practice will maximize benefits and minimize the potential for harm to clients and others. Certified Music Therapists also accept the imperative that responsible practice involves a commitment to self-awareness, self-development, and self-care. Further, Certified Music Therapists ensure that their practices do not impact negatively on their peers/colleagues. In adhering to this principle, Certified Music Therapists are specifically concerned with the values of General Caring, Competence, Self-Knowledge and Care, Minimizing Harm, Confidentiality, Responsible Record Keeping and Management, Responsible Virtual Practice, Fair Access, Ethical Research Conduct, and Ethical Business Practice.

Principle III: Integrity in Relationships

Certified Music Therapists accept as essential the principle of 'Integrity in Relationships'; that is, they ensure that all interactions demonstrate integrity and an active interest in the personal well-being of others.

This includes taking reasonable steps to promote healthy relationships while avoiding relationships that pose any risk of harm. In adhering to this principle, Certified Music Therapists are specifically concerned with the values of Honesty and Responsible Relationship.

IV: Extended Responsibility

Certified Music Therapists accept as essential the principle of 'Extended Responsibility'; that is, they recognize that they have responsibilities to the societies within which they live and work. This includes promoting ethical behaviour within and beyond the music therapy community. Certified Music Therapists also accept the responsibility of promoting and participating in the professional development of Certified Music Therapists. In adhering to this principle, Certified Music Therapists are specifically concerned with the values of Promoting Ethical Practice, Professional Development, and Respect for Society.

Principle V: Responsible Organizational Leadership

The directors and staff of the Canadian Association of Music Therapists accept as essential the principle of 'Responsible Organizational Leadership'; that is, they acknowledge their responsibilities to the music therapy community and society at large. This includes providing CAMT members with education and resources relating to ethical music therapy practice. Further, CAMT is committed to fostering ethical practice among its membership. In adhering to this principle, the directors and staff of the CAMT are specifically concerned with the values of Promoting Ethical Practice and Professional Development.

Ethical Decision-Making Model

The ethical decision-making process may occur very rapidly, leading to an easy resolution of an ethical issue. This is particularly true of issues for which clear-cut guidelines or standards exist and when there is no conflict between principles. On the other hand, some ethical issues (particularly those in which ethical principles conflict) are not easily resolved and might require careful, and sometimes time-consuming, deliberation.

The following basic steps typify approaches to ethical decision-making:

1. Identification of ethically relevant issues and practices, and the related standards specified in this code.
2. Identification of individuals or groups who are, have been, or are likely to be affected by the issue and subsequent decision (e.g., client, client's family, employees, employing institution, co-workers, students or interns, research participants, colleagues, the discipline, society, self).
3. Development of viable courses of action, beginning with consultation that is consistent with the values of Privacy and Confidentiality.
4. Analysis of likely short-term, ongoing, and long-term risks and benefits of each course of action on the individuals or groups involved.
5. Choice of course of action after conscientious application of existing principles, values, and standards.
6. Evaluation of the results of the course of action.
7. Assumption of responsibility for the consequences of action, including correction of negative consequences, if any, or re-engagement in the decision-making process if the ethical issue is not resolved.

Definitions

Certified Music Therapist (MTA)

Means any person, hereafter referred to as "the MTA," who has achieved certification with the CAMT, and who is a member in good standing of the CAMT.

For the purposes of this code, "Certified Music Therapist (MTA)" also refers to music therapy students and interns in CAMT recognized training programs and internships.

Music Therapy

Music therapy is a discipline in which Certified Music Therapists (MTA) use music purposefully within therapeutic relationships to support development, health, and well-being. Music therapists use music safely and ethically to address human needs within cognitive, communicative, emotional, musical, physical, social, and spiritual domains (Canadian Association of Music Therapists, 2020).

Music Therapy Practice and Service

Music therapy practice and service includes all activities as described in the aforementioned definition applied in any setting (e.g., institution, agency, private practice, internship or practicum setting).

Client

Client means anyone (individual, group, family, community, or association) for whom the Certified Music Therapist has agreed to provide services.

Canadian Association of Music Therapists
CODE OF ETHICS

PRINCIPLE I: Respect for the Dignity and Rights of Persons

In adhering to the principle of Respect for the Dignity and Rights of Persons:

General Respect

I.1 The MTA will demonstrate respect for the dignity, value, experience, and knowledge of all people.

I.2 The MTA will acknowledge and affirm clients' rights to self-determination and autonomy, and their right to be integral participants in all decisions that affect them.

I.3 The MTA will use language that affirms and respects the client's experience and identity (e.g., gender pronouns, person-first or identity-first language, racial identity, ethnic identity, etc.) in all written or verbal communication according to clients' preferences.

I.4 The MTA will ensure they do not engage in any form of harassment, including sexual harassment. The MTA will seek out opportunities to increase their knowledge about all forms of harassment, both explicit and covert.

I.5 The MTA will work to identify and dismantle all forms of discrimination. This includes individual, systemic, and societal discrimination and the internalization of oppressive norms.

I.6 The MTA, therefore, will ensure their public statements (including their personal social media content), presentations, research reports, and communication with clients do not contain demeaning descriptions of others, including jokes based on race, ethnicity, nationality, religious beliefs, sex, gender identity, gender expression, sexual orientation, ability/disability, age, socio-economic status, marital status, political affiliation, and/or any other personal characteristic, preference, condition, or status, or other remarks that devalue or belittle others. For the purpose of this code, public critiques of institutions or commentary on world events are not considered demeaning remarks unless they are rendered as specific personal attacks.

Social Justice

I.7 The MTA will engage in ongoing work to identify, understand, and unlearn any conscious or unconscious biases, and will work to understand how any such biases can and do impact their clinical approach and decision-making, their clients' experience in music therapy, and their therapeutic relationships, with the aim of transforming their practice. Ongoing professional learning and critical self-reflection should be inclusive of, but not limited to:

> a) work to cultivate an awareness of how helping professions have contributed to historical, political, and sociocultural harms endured by Indigenous peoples;

b) work to cultivate an awareness of the past and current harms inflicted by colonization, and to formulate an approach to music therapy that supports reconciliation;

c) work to cultivate an awareness of how all forms of racism have and continue to exist in helping professions and to identify and remove them in their practice;

d) work to understand the harms historically and currently caused by helping professions that participate in the perpetuation of ableism; ableism is defined as a form of discrimination that favours and enforces the 'normalization' of disabled people through the use of unwanted strategies intended to extinguish or remediate behaviours that are deemed by society to be undesirable or abnormal.

I.8 The MTA will engage in ongoing professional learning and critical self-reflection in order to foster cultural safety. The MTA will also, at all times, aim to use culturally respectful and relevant, but not appropriative, music therapy approaches and strategies.

I.9 The MTA will affirm, and convey respect for, their clients' sexual orientation and gender identity and expression and will refrain from employing music therapy approaches and strategies that seek to change the sexual orientation or gender identity and expression of any person.

Privacy

I.10 The MTA will endeavour to offer clinical services in ways that protect the privacy of the client. In situations where privacy is limited, services may need to be adapted to optimize client privacy while responding to the circumstances of the therapeutic setting (e.g. congregate living arrangements, shared clinic spaces, etc.).

I.11 The MTA will only explore and collect information that is relevant to the subject of the music therapy process, unless otherwise requested by the client.

I.12 The MTA will explicitly inform clients of
a) the purpose for obtaining personal information;
b) who will have access to the information;
c) how it will be stored; and
d) the right of the client to have access to the information in their records (see article II.31 and II.32 for elaboration).

Informed Consent

I.13 The MTA will ensure that informed consent is obtained from clients or their legal guardians/substitute decision-makers before commencing service. When clients are unable to give informed consent (e.g., young children, persons living with significant intellectual or developmental disabilities, persons living with dementia), the MTA will continue to respect the autonomy of the individual by working to inform and involve them to the fullest extent possible to assent to all aspects of their therapeutic process.

I.14 The MTA will provide, to the client, as much information as a person, family, group, or community would reasonably need or want to know before making a decision or consenting to an activity. The MTA will communicate this information using accessible and plain language, or using the language their client best understands (including providing translation into another language if necessary), and will take all reasonable steps to ensure the information is understood.

I.15 The MTA will establish procedures for obtaining informed consent. Such procedures will typically involve a signed consent form, though the MTA will use discretion, noting that informed consent may be written, verbal, or implied, and that a signature alone does not imply informed consent. The MTA will ensure, in the process of obtaining informed consent, that at least the following points are explained and understood:

a) purpose and nature of the activity;
b) therapist and client responsibilities;
c) potential benefits and risks;
d) possible activity alternatives;
e) the option to refuse or withdraw at any time, without consequence;
f) the period of time for which the consent applies; and
g) how to withdraw consent.

I.16 The MTA will approach informed consent as an ongoing process of reaching an agreement to work collaboratively, rather than as a formality or task that ends after having a consent form signed.

I.17 The MTA will obtain additional and explicit consent for services and activities involving the exchange of highly personal information (e.g., research) or activities that potentially could compromise client confidentiality (e.g., transfer of client information to a third party).

I.18 The MTA will take all reasonable steps to ensure that consent is not given under conditions of coercion or undue pressure.

I.19 The MTA will respect the right of individuals to discontinue participation or service at any time and be responsive to non-verbal indications of a desire to discontinue if the individual has difficulty communicating such a desire.

I.20 The MTA will ensure that informed consent for participation in music therapy or research studies is only sought from those who are legally responsible or appointed to give informed consent on behalf of individuals who cannot legally provide consent on their own.

PRINCIPLE II: Responsible Practice

In adhering to the principle of Responsible Practice:

General Caring

II.1 The MTA will demonstrate active care for and interest in the health and well-being of any individual, family, group, or community with whom they engage in their role as Certified Music Therapists. This includes those directly involved and those indirectly involved in their music therapy experiences.

II.2 The MTA will always work to ensure they do not cause harm to clients, students, research participants, colleagues, and others.

II.3 The MTA will accept responsibility for their actions, accept any related consequences, and work to correct any harm done in the course of music therapy practice, service, teaching, research, supervision, and all related professional activities.

Competence

II.4 The MTA will provide services to the best of their ability, and within their scope of practice, in all situations. They will only provide services and use music therapy approaches for which they have established competence through pre-professional or advanced training and supervision.

II.5 The MTA will continuously monitor and evaluate the quality and effectiveness of services provided.

II.6 The MTA will remain up to date with current music therapy research and the approaches that music therapy research is informing and validating. The MTA will do this by engaging in continuing education activities and seeking out supervision and peer consultation.

II.7 The MTA will refer clients to other Certified Music Therapists or professionals when the client requires or requests services that are beyond the music therapist's established level of competency or outside the music therapy scope of practice. The MTA will also refer clients to other Certified Music Therapists or professionals when a client communicates their preference to work with another clinician.

II.8 The MTA will seek appropriate support/help, or discontinue services for an appropriate period of time, when conditions (e.g., health, stress) or circumstances (e.g., personal bias, inadequate training) could potentially compromise the quality of service.

Self-Knowledge and Care

II.9 The MTA will continuously evaluate how their experiences, attitudes, culture, beliefs, values, social contexts, individual differences, and stressors influence their interactions with others, and integrate this awareness into their work to support personhood, respect autonomy, and not harm others.

II.10 The MTA will commit to caring for themselves in order to enable them to establish and maintain health, well-being and good judgement, and sustain their ability to work in ways that benefit and do not harm others. This may include seeking clinical supervision, conscientious objection, and/or referral to other professionals.

Minimizing Harm

II.11 The MTA will take appropriate steps to avoid harming others, including ensuring that services are provided in a place that protects the security and privacy of clients.

II.12 The MTA will terminate an experience/activity when it is clear the experience/activity is more harmful than beneficial, or when the experience/activity is no longer needed.

II.13 The MTA will seek an independent and adequate ethical review from a university or institutional research ethics review board/committee for the conduct of any research involving human participants.

II.14 The MTA will maintain adequate professional liability insurance (when not covered by an organization or institution).

II.15 The MTA will do everything reasonably possible to stop or decrease harm in suspected or confirmed cases of neglect or abuse (physical, emotional, sexual, and/or financial). This may include consulting with relevant support services, or reporting to appropriate authorities (see II.17).

Confidentiality

II.16 The MTA will take every precaution to protect the confidentiality rights of clients, acknowledging that limits of confidentiality may be established by a variety of sources, including law and institutional regulations.

II.17 The MTA will ensure they never release the personal information of clients, except in the following instances:

a) with the client or legal guardian's/substitute decision maker's expressed consent;
b) when there is reason to believe that a client is in danger of harming themselves or someone else;
c) when there is reason to believe that a child has been or is likely to be harmed;
d) in compliance with a court order, subpoena, or requirement of an act or regulation of Canada or of a Canadian province or territory;
e) in order to contact a friend, relative, or potential substitute decision maker of the client if the client is injured or ill and unable to give consent themselves.

II.18 The MTA will, in serious situations (as in standard II.17 [b] and [c]), be responsible for ensuring that appropriate action has been taken. This may include reporting to the appropriate government ministry, work supervisor, police, and potential victim as required by the situation. MTAs will bear in mind that notification of family members may not always be in the client's best interest.

II.19 The MTA will make every effort to inform clients and/or their legal guardian/substitute decision-maker and obtain consent in situations requiring the breach of confidentiality, when it is appropriate and safe to do so (see article II.17).

II.20 The MTA will inform clients of the limits of confidentiality prior to providing music therapy services, especially when personal information is collected in the course of providing those services. Exceptions could be made when the employing institution or agency has already informed the client of the limits of confidentiality that apply to music therapy and/or all services offered within the institution/agency. MTAs must keep in mind that they are responsible for ensuring that the client has been informed of the limits of confidentiality.

II.21 The MTA will obtain written consent from the client or legal guardian/substitute decision-maker for the release of information to any third party. The MTA will ensure that an appropriate degree of confidentiality and records security will be provided by the third party.

II.22 The MTA will make reasonable attempts to obtain consent to share client information in public forums (e.g., conference presentations, group supervision). When consent cannot be obtained, the MTA must take appropriate action to conceal any and all identifying information.

II.23 The MTA will, when working with groups, inform group members of the importance of maintaining confidentiality, and establish an agreement that no one will discuss the personal information of group members outside of the therapeutic context.

Responsible Record Keeping and Management

II.24 The MTA will keep one file on each client. The MTA will record only the personal information necessary for continuous coordinated service.

II.25 The MTA will ensure that all client records, reports, and session documentation, audio and video recordings, etc., are kept in locked filing cabinets or stored within encrypted files/folders on password protected devices. Information stored in filing cabinets or computer files must be accessible only to the MTA or those who have a legitimate need to know the information.

II.26 The MTA will ensure the appropriate and complete destruction of outdated client files and will devise adequate plans for record management in the event of incapacity, death or withdrawal from practice. Adequate record retention practice includes destroying client files seven years after termination of services (seven years past age of majority for minors).

Responsible Virtual Practice

II.27 The MTA will, when conducting virtual/remote music therapy sessions, only utilize software that is compliant with federal and provincial privacy legislation.

II.28 The MTA will ensure, during the informed consent process, that clients are made aware of the risks unique to virtual/remote service delivery, including the fact that data transmitted via the internet can never be guaranteed to be completely secure.

II.29 The MTA will conduct virtual/remote sessions from a private location, in order to ensure client confidentiality.

II.30 The MTA will, in collaboration with their clients, create a plan to foster client safety and security within a virtual/remote environment. For example, the MTA and their clients will decide upon a course of action for instances such as an internet disconnection or a client safety concern.

Fair Access

II.31 The MTA will inform clients, as appropriate, about their right to read and have a copy of the information in their file, in accordance with federal, provincial, and territorial legislation.

II.32 The MTA will respond as soon as practical, but no later than 30 working days, to requests for access by providing:

a) a copy of the information to the client or legal guardian/substitute decision-maker, including clients under the age of majority who have given consent for music therapy services, or who, in the MTA's opinion, are capable of understanding the subject matter of the record;
b) access to portions of the record that do not include information about third parties; or
c) written reasons for the refusal of access to the information in the client's file.

Ethical Research Conduct

II.33 The MTA will ensure they design and conduct research in accordance with the research ethics standards established by the Government of Canada and articulated in the Tri-Council Policy Statement. This includes obtaining institutional Research Ethics Board approval and completing the Tri-Council's online tutorial prior to undertaking any research that involves human participants.

II.34 The MTA will obtain, prior to beginning any research with human participants, informed consent. Any consent to participate in research must clearly state the following:

a) the title of the study;
b) the name, position, and contact information for all researchers affiliated with the study;
c) the source(s) of funding for the study (if any);
d) the purpose of the study;
e) what participants will be asked to do (research procedures), including the total estimated time required of participants;
f) the potential risks and benefits of participation;
g) that participation is completely voluntary;
h) that participants have the right to withdraw from the study without consequence;
i) what will happen with their contributed data should the participant choose to withdraw;
j) the extent to which participants' identities will be kept confidential;
k) how data will be stored, and how long it will be retained after completion of the study;
l) how the data will be destroyed after the time for retention has been reached; and
m) how findings will be disseminated.

II.35 The MTA will ensure that informed consent in research studies is only sought from those deemed capable of providing consent or from their parents/legal guardians/substitute decision-makers.

II.36 When required, the MTA will debrief research participants in such a way that the participants' knowledge is enhanced, and the participants have an understanding of how their participation makes a contribution to knowledge.

Ethical Business Practice

II.37 The MTA will demonstrate respect for other Certified Music Therapists by ensuring they do not intentionally undermine existing therapeutic relationships by engaging in deliberate solicitation of clients who are receiving services from another Certified Music Therapist.

II.38 The MTA will demonstrate respect for the agencies or institutions with whom they are employed by refraining from the intentional solicitation of clients for private practice from those agencies or institutions. If a client requests that services be continued in private practice, the MTA will make every attempt to work with the agency or institution to provide services that recognize and protect the client's right to choose.

II.39 The MTA will establish and clearly communicate the fee schedule and method of payment at the beginning of the music therapy relationship.

II.40 The MTA will ask for a just salary that will be determined according to the time involved, nature of the service, level of therapist competence and experience, and geographic location. MTAs can establish the fee schedule for individual clients according to the client's ability to pay.

II.41 The MTA will make all reasonable efforts to obtain payment before legal action is taken. In cases where legal action is necessary, the MTA will inform the client of the impending action and provide opportunity for prompt payment of monies owed.

II.42 The MTA will only accept gifts from clients that are of minimal monetary value. When offered a gift by a client, the MTA will consider the possible consequences of accepting and refusing the gift and make a decision in accordance with the principles of Respect for the Dignity and Rights of Clients and Integrity in Relationships. When refusing a gift, the MTA will make reasonable attempts to explain the reasons for their decision to the client.

II.43 The MTA will demonstrate respect for others by refraining from requesting a fee for referrals made to other Certified Music Therapists.

II.44 The MTA will only share their workload or salary with other Certified Music Therapists if there is a written agreement to do so and if fully informed consent is obtained from their clients and/or employer. When work is subcontracted to another Certified Music Therapist, the subcontractor will collect fees that are commensurate with the service they are providing.

PRINCIPLE III: Integrity in Relationships

In adhering to the principle of Integrity in Relationships:

Honesty

III.1 The MTA will not participate in, condone, or associate with dishonesty, fraud, or misrepresentation.

III.2 The MTA will accurately represent their own, and their associates', qualifications, education, experience, competence, and affiliations, in all spoken, written, or printed communications. The MTA will ensure they use clear descriptions and/or information that can not be easily misinterpreted.

III.3 The MTA will state honestly the efficacy of services and acknowledge the limitations of their clinical knowledge and skills; this includes clear communication of any potential for harm.

III.4 The MTA will ensure they only take credit for the work and ideas that they have actually done or generated. The MTA will also give credit for work done or ideas contributed by others (including students and interns) in proportion to their contribution.

III.5 The MTA will present information accurately and ensure diversity and representation in the selection and presentation of information/materials/resources. The MTA will publicly acknowledge any individual or collective values or perspectives that influence the selection and presentation of information/materials/resources.

Responsible Relationships

III.6 The MTA will acknowledge and attend carefully to the power imbalance that inevitably exists in the therapeutic relationship. The MTA will also acknowledge and attend carefully to the power imbalance that exists in relationships such as supervisor/supervisee, employer/employee, and educator/student.

III.7 The MTA will ensure they do not exploit any relationship they have established as a music therapy practitioner, educator, or researcher to advance their own personal, political, or business interests.

III.8 The MTA will be vigilant about the difficulties and potential for harm that can arise from all kinds of dual relationships (e.g., with students, employees, research participants, or clients), and about other situations that might present a conflict of interest or that might impede their ability to exercise sound and reasoned judgement. The MTA will avoid dual relationships to the greatest extent possible, or seek appropriate supervision when such situations are unavoidable (e.g., when working in a small community).

III.9 The MTA will refrain from engaging in any romantic or sexual relationships with clients, either while service is being provided, or for the period of time after termination when the power relationship could reasonably be expected to influence the client's personal decision-making. Any sexual relationship with a current client is considered to be sexual abuse.

III.10 The MTA will inform all parties, when a real or potential conflict of interest arises, of the need to resolve the situation in a manner that Respects the Dignity and Rights of Persons and reflects Responsible Practice. The MTA will then take all reasonable steps to resolve the issue in such a manner.

III.11 The MTA will terminate services without abandoning the client. This includes:

a) providing reasonable notice;
b) discussing the reasons for termination;
c) discussing client needs;
d) suggesting alternative service providers as appropriate;
e) taking appropriate steps to facilitate transfer of service to another service provider; and
f) ensuring that termination will not cause harm to the client.

III.12 The MTA will terminate the professional relationship when it becomes evident that the client is no longer benefitting from the service.

III.13 The MTA will inform an employer of the presence or occurrence of any conditions that would compromise ethical practice as described in this code. In such instances, the MTA will provide the employer with a copy of the code.

III.14 The MTA will act on their obligation to facilitate the professional development of their students, interns, and employees by ensuring that they understand the values and ethical standards of the profession. This includes provision of or arranging for adequate working conditions, timely evaluations, constructive consultation, and diverse opportunities for experience.

III.15 The MTA will assume responsibility for the professional activities of their students, interns, and employees. This includes ensuring that students and interns identify their status (as students or interns) to clients and others.

III.16 The MTA will encourage reciprocity in the sharing of knowledge, experience, and ideas between themselves and their students/interns.

PRINCIPLE IV: Extended Responsibility

In adhering to the principle of Extended Responsibility:

Promoting Ethical Practice

IV.1 The MTA will address the unethical and/or harmful activities of colleagues, co-workers, students, and employees. This may include bringing the activity to the attention of the individual, the client who is being harmed, and/or the relevant professional or legal body.

IV.2 The MTA will report violations of this code, by other Certified Music Therapists, to CAMT using the established procedures.

IV.3 The MTA will engage in regular monitoring, assessment, and reporting (e.g. through peer review, and in program reviews, case management reviews, and reports of one's own research) of their ethical practices and safeguards.

IV.4. The MTA will help develop, promote, and participate in accountability processes and procedures related to their work.

Professional Development

IV.5 The MTA will contribute to the discipline of music therapy through the pursuit and sharing of knowledge, and the critical evaluation of self and the discipline, unless such activity conflicts with other basic ethical requirements. Pursuit and sharing of knowledge through any research activities with humans, for example, requires research ethics approval, and presentation of insightful client case material requires client or guardian/substitute decision-maker consent.

IV.6 The MTA will promote the highest standard of practice by soliciting or providing peer consultation as required.

IV.7 The MTA will participate in and contribute to continuing education and the professional growth of self and colleagues.

IV.8 The MTA will accurately represent the profession in all formal and informal public statements.

Respect for Society

IV.9 The MTA will abide by the laws of the society in which they work. If those laws seriously conflict with the ethical principles contained in this code, music therapists will do whatever they can to uphold the ethical principles. If upholding the ethical principles could result in serious personal consequences (e.g. imprisonment or physical harm), decision for final action would be considered a matter of personal conscience.

IV.10 The MTA will consult with colleagues if faced with an apparent conflict between keeping the law and following an ethical principle; and unless in an emergency*, will* seek consensus as to the most ethical course of action and the most responsible, knowledgeable, effective, and respectful way to carry it out.

IV.11 The MTA will work to develop, through participation in ongoing professional learning/continuing education, culturally and contextually sensitive and relevant knowledge and strategies, such as anti-racist, anti-ableist, and culturally centred practice, before beginning any work.

IV.12 The MTA will ensure they do not contribute to, condone or engage in an activity or research that contravenes international law, including destruction of the environment and violation of human rights.

Principle V: Responsible Organizational Leadership

In adhering to the principle of Responsible Organizational Leadership:

Promoting Ethical Practice

V.1 The CAMT staff and leadership will ensure that all activities of the Association promote the highest standard of music therapy practice.

V.2 The CAMT staff and leadership will provide, to Certified Music Therapists, ongoing educational opportunities and resources related to ethical issues and practice.

V.3 The CAMT staff and leadership will support the development of those who enter the profession of music therapy by helping them to acquire a full understanding of the ethics, responsibilities, and needed competencies of their chosen area(s) of practice. This includes an understanding and critical analysis of the uses, and possible misuses, of music therapy approaches and research.

V.4 The CAMT staff and leadership will make themselves accessible and available to the members of the Association and society at large for consultation on ethical matters.

V.5 The CAMT staff and leadership will engage in ongoing evaluations of established ethical standards.

V.6 The CAMT staff and leadership will address unethical practices by Certified Music Therapists in accordance with the CAMT Code of Ethics and the CAMT Complaints Investigation Procedure.

V.7 The CAMT staff and leadership will create regular opportunities for MTAs to engage in genuine dialogue with the CAMT staff and leadership and for MTAs to provide feedback surrounding organizational decisions and policies and how these intersect with emergent professional and social issues.

Professional Development

V.8 The CAMT staff and leadership will provide opportunities for MTAs to engage in continuing education and professional learning.

V.9 The CAMT staff and leadership will assist MTAs to find peers who can provide appropriate consultation and supervision.

Acknowledgements

The CAMT recognizes the following organizations whose Codes of Ethics and Standards of Practice have been influential in shaping the development of the present document.

- Code of Ethics, Canadian Psychological Association
- Code of Ethics, Canadian Counselling and Psychotherapy Association
- Code of Ethics, Australian Music Therapy Association
- Standards and Regulations for RPs, College of Registered Psychotherapists of Ontario

The CAMT also recognizes the influence of Cheryl Dileo's book *Ethical Thinking in Music Therapy* in shaping the development of the present document.

- Dileo, C. (2021). *Ethical thinking in music therapy* (2nd ed.). Jeffrey Books.

The CAMT *Code of Ethics* (1999) was developed by Thomas Kerr and Jo-Anne Sargent.

The revisions in this 2022 *Code of Ethics* were prepared by a CAMT Committee consisting of:

Cynthia Bruce (Committee Co-Chair)
Elizabeth Mitchell (Committee Co-Chair)
Melissa Jessop
Emily Mostratos
Karie Rippin Bilger

The committee would like to thank CAMT's Board of Directors and staff, CAMT's Equity and Diversity Chair Kimiko Suzuki, CAMT's Equity and Diversity Committee, and the many individuals who have reviewed this living document.

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Complaints Investigation Procedure
(Schedule "B" of CAMT By-Laws)

Ethics Chair, Investigation Lead, and Resolution Committee

Appointments

1. In accordance with CAMT By-Laws, the Ethics Chair is nominated in response to a call for nominations and then elected by CAMT members at the annual general meeting. The Ethics Chair will typically serve a two-year term. The Ethics Chair must at all times be an MTA member in good standing.

2. The Investigation Lead is appointed by the Ethics Chair after acceptance of an invitation by the Ethics Chair and shall be an MTA member in good standing. This appointment is made on a case-by-case basis and upon receipt of a complaint by another CAMT member, a complaint by the Board of Directors, or a complaint from the public. The Investigation Lead must have been an MTA in good standing for a minimum of 2 years and not have a current professional or personal relationship to the complainant or respondent.

3. The Resolution Committee is formed by the appointments of two MTA members by the Ethics Chair and the Investigation Lead after acceptance of an invitation by the Ethics Chair and the Investigation Lead. These members are appointed when a report of the Investigation Lead requires action to be taken against a member as a result of an investigation of a complaint. Resolution Committee members must have been MTAs in good standing for a minimum of 2 years and not have current professional or personal relationships to the complainant or respondent.

Responsibilities

1. The Ethics Chair is responsible for:
   - receiving complaints pursuant to this Complaints Investigation Procedure;
   - assessing the content of each complaint received to ensure that the complaint represents a violation or possible violation of the CAMT Code of Ethics;
   - inviting and appointing the Investigation Lead;
   - working with the Investigation Lead to invite and appoint a Resolution Committee where required;
   - providing reports to the CAMT Board of Directors regarding the nature and subject of any complaints and the results of any investigations pursuant to such complaints;
   - approving action to rectify a complaint, if applicable, as a result of a finding in an investigation under this Complaints Investigation Procedure; and
   - implementing, with the Investigation Lead, any actions to rectify a complaint.

2. The Investigation Lead is responsible for:
   - performing or coordinating an investigation of a complaint in accordance with these provisions of this Complaints Investigation Procedure;
   - working with the Ethics Chair to invite and appoint a Resolution Committee where required;
   - working with the Resolution Committee where required;
   - reporting any recommended action as determined by the Resolution Committee to the Ethics Chair; and
   - implementing, with the Ethics Chair, any recommended action.

3. The Resolution Committee, when formed by the Investigation Lead, is responsible for:
   - reviewing an Investigation Report arising from a complaint; and
   - recommending to the Investigation Lead any action required to resolve a complaint based on the conclusions set out in the Investigation Report, and/or to provide remedial and/or educational instruction to a member.
   - For clarity, the Resolution Committee does not review the Investigation Report for the purpose of determining the validity of the conclusions set out in the Investigation Report, but rather to provide appropriate recommendations for resolution of the Complaint based on the facts set out in the Investigation Report and the conclusions of the Investigation Lead.

4. Where a vacancy of the Ethics Chair or the Investigation Lead position occurs during the period of appointment, the President of the Board of Directors of the CAMT shall appoint a CAMT member to the vacancy for the balance of the term or complaint, as applicable. Where a vacancy on the Resolution Committee occurs, the Ethics Chair and Investigation Lead shall appoint a different CAMT member to the Committee.

5. All communications between the Ethics Chair, the Investigation Lead and the Resolution Committee may be in-person, by telephone communication, by email, or by other means of electronic communication, including video conferencing, provided that it is compliant with privacy legislation.

Filing a Complaint

1. Complaints against a CAMT member by any person including by another CAMT member, the Board of Directors, or from the public (the “Complainant”) shall be in writing and directed to the Ethics Chair.

2. Upon receipt of the Complaint, the Ethics Chair shall assess whether the content of the Complaint consists of a violation or possible violation of the CAMT Code of Ethics.

3. In cases where the Complaint does not consist of a violation or possible violation of the CAMT Code of Ethics, the Ethics Chair will communicate with the Complainant to explain why the Complaint does not constitute a violation of the Code of Ethics. This communication shall take place as soon as possible, and no later than 10 business days from the receipt of the Complaint.

4. In cases where the Complaint does consist of a violation or possible violation of the CAMT Code of Ethics, the Ethics Chair shall as soon as possible and in no case later than 10 business days from the receipt of the Complaint:

a. appoint an Investigation Lead;

b. provide the Complaint to the Investigation Lead;

c. provide a copy of this Complaint Investigation Procedure to the Complainant.

5. The Investigation Lead will as soon as possible and in no case later than 10 business days after being appointed:

a. inform the member subject of the Complaint (the "Respondent") in writing that a complaint has been received and provide a summary of the substance of the Complaint along with a copy of this Complaint Investigation Procedure; and

b. communicate to the Complainant that the Respondent has been advised of the Complaint and arrange for a meeting with the Complainant.

<u>Investigation</u>

1. The Investigation Lead will as soon as practicable and with best efforts within 20 business days of the initial Complaint being brought to the attention of the Ethics Chair, interview (or have interviewed by a third party investigator where necessary, in which case all steps of this Procedure with respect to Investigation and Report will be read as the third party investigator performing the function of the Investigation Lead) the Complainant and the Respondent, any identified witnesses, and review all available documentation pertaining to the Complaint.

2. Within 25 business days of the initial Complaint being brought to the attention of the Ethics Chair, the Investigation Lead will prepare a preliminary report setting out a summary of the relevant evidence and documentation arising from the investigation.

3. The Investigation Lead will provide both the Complainant and the Respondent the opportunity to review and respond to the preliminary report within 5 business days and in writing.

4. The Investigation Lead may inquire into the conduct of a member under this Complaints Investigation Procedure, and for that purpose has all the powers, protection and privileges of a committee member pursuant to these bylaws.

5. Any investigation may be conducted in-person, by telephone communication, by email, or by other means of electronic communication, including video conferencing, provided that it compliant with privacy legislation.

6. Where the Respondent is a member of a regulatory College or another professional association, and where the same Complaint in substance has already been investigated and resolved by the other College or association, the CAMT will not re-open and re-investigate the same matter.

Report

1. Subsequent to the deadline for receiving any written response by the Complainant and the Respondent, the Investigation Lead will prepare a written report setting out:

a. a summary of all relevant evidence as provided by the Complainant, Respondent and any other persons interviewed and any available documentation;

b. where there are credibility issues, the resolution by the Investigation Lead of those credibility issues; and

c. the findings of fact and conclusions as determined by the Investigation Lead based on the investigation.

2. If the conclusions by the Investigation Lead result in any finding of a breach of the Code of Ethics or any other CAMT policy or procedure or a violation of any legal obligation by a CAMT member, the Investigation Lead will appoint a Resolution Committee.

3. The Investigation Lead will provide a copy of its written report to the Resolution Committee.

Determination of Action by the Resolution Committee

1. The Resolution Committee, together with the Investigation Lead, will consider the appropriate action required to rectify a breach of the Code of Ethics or any other CAMT policy or procedure or a violation of any legal obligation by a CAMT member and/or to provide remedial or educational instruction to a member.

2. The Investigation Lead shall provide a copy of the written report and the recommendations of Resolution Committee as determined by the Resolution Committee to the Ethics Chair.

3. The Ethics Chair will determine whether or not to approve the execution of any actions recommended by the Resolution Committee. In the event the Ethics Chair does not approve the recommended Resolution action, the Ethics Chair will consult with the Investigation Lead and the Resolution Committee to determine alternate appropriate action, if any.

4. Once any action is approved by the Ethics Chair, the Investigation Lead and the Ethics Chair will ensure the execution of such Resolution action in a timely fashion.

Provision of Summary of Findings and Conclusion to Parties

1. A summary of the findings of the investigation (or a copy of the report if, at the discretion of the Ethics Chair and the Investigation Lead, it is more appropriate to provide the report itself), and of actions taken as a result of the investigation, will be provided to the Complainant and the Respondent.

2. The Complainant or the Respondent may request that the Board of Directors review any action determined to be taken or not taken against the Complainant or the Respondent as a result of an investigation under this Policy. The Board of Directors may change the nature of any action taken against the Complainant or Respondent, but they cannot change the Investigation report.

3. A copy of the Investigation Report, of the summary of the report and action taken as provided to the Complainant and the Respondent, and of any changes as determined by the Board of Directors, will be kept securely in the CAMT's records for a period of 10 years.

SCHEDULE C – CANADIAN ASSOCIATION FOR MUSIC THERAPY STANDARDS OF PRACTICE FOR ACCREDITED MUSIC THERAPISTS

STANDARD 1: SPECIALIZED BODY OF KNOWLEDGE
Bases practice on evidence based music therapy research, arts and sciences and on related content from other arts, sciences, and humanities.

Indicators:
1.1 Practises music therapy only when accredited with the Canadian Association for Music Therapy (CAMT)
1.2 Adheres to the CAMT Code of Ethics
1.3 Knows how and where to find needed information.
1.4 Justifies decisions with reference to music therapy knowledge and theories.
1.5 Presents an informed view of the music therapy profession to others.

STANDARD 2: COMPETENT APPLICATION OF KNOWLEDGE
Identifies through assessment actual or potential needs and strengths, plans interventions, performs planned interventions, and evaluates outcomes.

Indicators:
2.1 Searches for client information from a variety of sources, the primary source being the client, using skills of communication, observation and assessment. If the client is unable or unwilling to disclose information, corroborative sources can be determined as a source with the full knowledge of the client whenever possible.
2.2 Distinguishes between relevant and irrelevant information when assessing, planning interventions, goal setting, reporting, and evaluating.
2.3 Establishes that all actions and interventions are subject to the reasonable belief that the client will benefit from the action and will address the client's needs and strengths.
2.4 Sets priorities when planning and providing therapy.
2.5 Practices in a competent manner in accordance with policies, procedures, care standards (see CAMT paper: Competencies for Music Therapists) and the CAMT Code of Ethics
2.6 Evaluates client's response to interventions and revises them as necessary.
2.7 Writes timely and accurate reports of relevant observations, including conclusions drawn from them.
2.8 Initiates, maintains and concludes a professional relationship with clients, families, caregivers, other professionals and other music therapists.

STANDARD 3: PROVISION OF A SERVICE TO THE CLIENT
All provisions of music therapy to the client are in the best interest of the client.

Indicators:
3.1 Provides music therapy services based on assessment of the client
3.2 Recognizes that the client is considered an individual, a family unit member, a community member, and a person with a distinct ancestry or culture and that the music therapist will consider these factors in all decisions regarding the client.
3.3 Communicates and consults with other members of the team, if any, about the client's care.
3.4 Exercises judgement in assuming or performing responsibilities.
3.5 Informs the client that any threat of harm to a person will be revealed to that person,the supervisor or authorities according to the protocol established by CAMT or by the facility or contracting agency.
3.6 Conscious of the power differential that exists between them and their clients, both real and ascribed, and works to diminish its relevance and significance.
3.7 Ensures that all members of a music therapy group are aware of the likelihood that elements of their private lives may be expressed in the course of group work and require

a commitment from all members to respect the confidential nature of the communication that occurs in group work.

3.8 Terminates a professional relationship appropriately when it seems reasonably clear that the service is no longer of benefit to the client.

STANDARD 4: PUBLIC AND PROFESSIONAL RELATIONSHIPS

Only persons trained in MusicTherapy at a recognized university, and accredited with the Canadian Association for Music Therapy shall practise music therapy. Provides music therapy services, coordinates activities and collaborates with others in providing music therapy services.

Indicators:

4.1 Advocates change in the best interest of the client and for the universal benefit of society, the environment, and the global community by:
- a) identifying, documenting and advocating for the elimination of discrimination
- b) advocating for the equal distribution of resources to all persons
- c) advocating for the equal access of all persons to resources, services and opportunities
- d) advocating for a clean and healthy environment and shall advocate the development of environmental strategies consistent with music therapy principles
- e) providing reasonable professional services in a state of emergency
- f) promoting social justice

4.2 Explains or educates clients, staff, organizations and others about the profession of music therapy, music therapy training, professional accreditation and music therapy services.

4.3 Participates in, and encourages quality management activities.

4.4 Participates in professional interest groups.

4.5 Ensures that outside interests of the music therapist will not:
- a) affect the music therapist's ability to practice music therapy
- b) present to the client or community that the music therapist's ability to practice music therapy is affected.
- c) bring the profession of music therapy into disrepute.

STANDARD 5: CODE OF ETHICS

Adheres to the ethical standards of the music therapy profession and is accredited with the Canadian Association for Music Therapy.

Indicators:

5.1 Complies with the Code of Ethics of the profession.

5.2 Demonstrates honesty (refraining from lying, cheating or stealing) and integrity (strict adherence to a standard of value or conduct).

5.3 Reports unsafe practice or professional misconduct to the Ethics Chairperson.

5.4 Acts as an advocate to protect and promote a client's right to autonomy, respect, privacy, dignity and access to information.

STANDARD 6: SELF REGULATION

Assumes primary responsibility for maintaining competence, fitness to practice, and acquiring new knowledge and skills. Continuing education credits are kept up to date.

Indicators:

6.1 Invests time, effort or other resources in maintaining knowledge and skills required for practice (see CAMT position paper: Guidelines on Professional Development).

6.2 Practices within own level of competence.

6.3 Maintains current membership in the Canadian Association for Music Therapy.

6.4 Maintains a current file on continuing education credits with the CAMT.

6.5 Maintains current membership in other relevant professional associations.

6.6 Maintains own physical, mental and/or emotional well-being.

6.7 Strives to be aware of his/her own belief systems, values, needs and limitations and the effect of these on their work.

STANDARD 7: RESPONSIBILITY AND ACCOUNTABILITY

Maintains standards of music therapy practice and professional behaviour determined by the Canadian Association for Music Therapy.
See these documents:

- CAMT bylaws
- CAMT Code of Ethics
- CAMT Standards of Practise
- CAMT Professional Development
- CAMT Competencies for Accredited Music Therapists

Indicators:

7.1 At all times is accountable and takes responsibility for own actions.
7.2 Functions within the recognized scope of practice of music therapy and within any relevant legislation.
7.3 Works to establish policies and practices that respect and protect the confidentiality of client information.
7.4 Follows or helps to develop established facility and/or departmental policies and standards.
7.5 Advocates improvements in music therapy practice, education, administration and research.

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