

## 201 KAR 32:050. Code of ethics.

RELATES TO: KRS 335.320(7), 335.348

STATUTORY AUTHORITY: KRS 335.320(7), (9)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 335.320(7) and (9) require the board to promulgate a code of ethics for licensed marriage and family therapists and marriage and family therapist associates. This administrative regulation establishes the required code of ethics.

Section 1. Responsibility to Clients. (1) A marriage and family therapist or a marriage and family therapist associate shall:

- (a) Advance and protect the welfare of his or her client;
- (b) Respect the rights of persons seeking his or her assistance; and
- (c) Make efforts to ensure that his or her services are used appropriately.

(2) A marriage and family therapist or marriage and family therapist associate shall not:

- (a) Exploit the trust and dependency of a client;
- (b) Engage in a dual relationship with a client, including a social, business, or personal relationship, that may:
  - 1. Impair professional judgment;
  - 2. Incur a risk of exploitation of the client; or
  - 3. Otherwise violate a provision of this administrative regulation. If a dual relationship cannot be avoided, and does not impair professional judgment, incur a risk of exploitation of the client, or otherwise violate a provision of this administrative regulation, a therapist or therapist associate shall take professional precautions to ensure that judgment is not impaired and exploitation of the client does not occur. Professional precautions shall include:
    - a. Written informed consent by the client of the client's understanding of the general prohibitions against dual relationships;
    - b. Peer consultation by a licensed professional; and
    - c. Proper documentation of the precautions taken by the therapist or therapist associate.
- (c) Engage in a sexual relationship with a current client, a former client, or a member of a client's family system;
- (d) Use his or her professional relationship with a client to further his or her own interests;
- (e) Continue therapeutic relationships unless it is reasonably clear that the client is benefiting from the relationship;
- (f) Fail to assist a person in obtaining other therapeutic services if the therapist or therapist associate is unable or unwilling to provide professional help for appropriate reasons that include a threat or risk of harm to the therapist or therapist associate, a failure to pay for services previously provided, or a severe injury or medical illness suffered by the therapist or therapist associate;
- (g) Abandon or neglect a client in treatment without making arrangements for the continuation of treatment;
- (h) Videotape, record, or permit third party observation of therapy sessions without having first obtained written informed consent from the client;
- (i) Engage in sexual or other harassment or exploitation of a client, student, trainee, supervisee, employee, colleague, research subject, or actual or potential witness or complainant in investigations and ethical proceedings; or
- (j) Diagnose, treat, or advise on problems outside the recognized boundaries of his or her competence.

Section 2. Confidentiality. (1) A therapist or therapist associate shall respect and guard the confidences of each individual client.

(2) Marriage and family therapists and marriage and family therapist associates shall not disclose a client confidence except:

(a) As mandated, or permitted by law;

(b) To prevent a clear and immediate danger to a person or persons;

(c) If the therapist or therapist associate is a defendant in a civil, criminal, or disciplinary action arising from the therapy, confidences may be disclosed only in the course of that action; or

(d) If a waiver has been obtained in writing, confidential information shall be revealed only in accordance with the terms of the waiver. If more than one (1) person in a family receives therapy, unless a waiver is executed by each family member receiving therapy, who is legally competent to execute a waiver, a therapist or therapist associate shall not disclose information received from any family member.

(3) A marriage and family therapist or marriage and family therapist associate, shall not reveal any individual's confidences to others in the client unit without the prior written permission of that individual.

(4) A marriage and family therapist or marriage and family therapist associate may use client or clinical materials in teaching, writing, and public presentations if:

(a) A written waiver has been obtained in accordance with subsection (2)(d) of this section; or

(b) Steps have been taken to protect client identity and confidentiality.

(5) A marriage and family therapist or marriage and family therapist associate shall store or dispose of client records so as to maintain confidentiality.

Section 3. Professional Competence and Integrity. A marriage and family therapist or marriage and family therapist associate shall maintain standards of professional competence and integrity and shall be subject to disciplinary action:

(1)(a) Upon conviction of a felony, or a misdemeanor related to his or her practice as a marriage and family therapist or marriage and family therapist associate.

(b) Conviction shall include conviction based on:

1. A plea of no contest or an "Alford Plea"; or

2. The suspension or deferral of a sentence.

(2) If his or her license or certificate is subject to disciplinary action by another state's regulatory agency that the board determines violates applicable Kentucky state law or administrative regulation;

(3) Upon a showing of impairment due to mental incapacity or the abuse of alcohol or other substances which negatively impact the practice of marriage and family therapy;

(4) If he or she misrepresented or concealed a material fact in obtaining or seeking reinstatement of a license or certificate;

(5) If he or she has refused to comply with an order issued by the board; or

(6) If he or she has failed to cooperate with the board by not:

(a) Furnishing in writing a complete explanation to a complaint filed with the board;

(b) Appearing before the board at the time and place designated; or

(c) Properly responding to subpoenas issued by the board; or

(7) Fails to notify the board in writing within ten (10) business days of a change in contact information.

Section 4. Responsibility to a Student or Supervisee. (1) A marriage and family therapist or marriage and family therapist associate shall not exploit the trust and dependency of a student

or supervisee.

(2) A marriage and family therapist or marriage and family therapist associate shall:

- (a) Be aware of his or her influential position with respect to a student or supervisee; and
- (b) Avoid exploiting the trust and dependency of these persons.

1. A therapist or therapist associate shall make every effort to avoid a dual relationship, including a social, business, or personal relationship, with a student or supervisee that may impair professional judgment or increase the risk of exploitation.

2. If a dual relationship cannot be avoided, a therapist or therapist associate shall take professional precautions to ensure judgment is not impaired and no exploitation occurs.

3. A therapist or therapist associate shall not provide therapy to a student, employee or supervisee.

4. A therapist or therapist associate shall not engage in sexual intimacy or contact with a student or supervisee.

(3) A marriage and family therapist or marriage and family therapist associate shall not permit a student or supervisee to perform or to hold himself or herself out as competent to perform professional services beyond his or her level of training, experience, and competence.

(4) A marriage and family therapist or marriage and family therapist associate shall not disclose a student's or supervisee's confidence except:

(a) As mandated, or permitted by law;

(b) To prevent a clear and immediate danger to a person or persons;

(c) If the therapist or therapist associate is a defendant in a civil, criminal, or disciplinary action arising from the supervision, the student's or supervisee's confidence may be disclosed only in the course of that action;

(d) In educational or training settings if there are multiple supervisors, to other professional colleagues who share responsibility for the training of the supervisee; or

(e) If there is a waiver previously obtained in writing, information shall be revealed only in accordance with the terms of the waiver.

Section 5. Financial Arrangements. (1) A marriage and family therapist or marriage and family therapist associate shall make financial arrangements with a client, third party payor, or supervisee that are reasonably understandable and conform to accepted professional practices.

(2) A marriage and family therapist or marriage and family therapist associate shall:

(a) Not offer or accept payment for referrals;

(b) Not charge excessive fees for services;

(c) Disclose his or her fees to clients and supervisees at the beginning of services; or

(d) Represent facts truthfully to clients, third party payors, and supervisees regarding services rendered.

Section 6. Advertising. A marriage and family therapist shall:

(1) Accurately represent his or her education, training, and experience relevant to his or her practice of marriage and family therapy;

(2) Not use professional identification, including a business card, office sign, letterhead, or telephone or association directory listing if it includes a statement or claim that is false, fraudulent, misleading, or deceptive.

(3) A statement shall be false, fraudulent, misleading, or deceptive if it:

(a) Contains a material misrepresentation of fact;

(b) Fails to state any material fact necessary to make the statement, in light of all circumstances, not misleading; or

(c) Is intended to or is likely to create an unjustified expectation.

Section 7. A marriage or family therapist associate may have business cards and letterhead if it is clearly stated that he or she is an associate. An associate shall not represent or imply that he or she is licensed to practice as a marriage and family therapist. (22 Ky.R. 1911; Am. 23 Ky.R. 123; eff. 7-5-1996; 26 Ky.R. 111; 726; eff. 10-20-1999; 38 Ky.R. 1375; eff. 3-21-2012; 44 Ky.R. 40; eff. 7-17-2017.)