

CODE OF CONDUCT FOR SPECIAL CARE COUNSELLORS



Quebec Association of
Special Care Counsellors

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INTRODUCTION

For over 30 years, Québec Special Care Counsellors have worked in multiple sectors: public, community and private.

These environments are:

- Community organizations
- Early Childhood Centres
- Family-type Resources
- Health and Social Services Centres
- Hospital Centres
- Intermediate Resources
- Mental Health University Institutes
- Rehabilitation Centers for addictions
- Rehabilitation Centres for Intellectual Disabilities
- Rehabilitation Centres for Physical Disabilities
- Residential and Long-term Care Centres
- School boards (elementary school, secondary school, specialized school, Cégeps)
- Social and socio-professional integration resources
- Youth Centres

The Code of Conduct of the Association des Éducatrices et Éducateurs Spécialisés du Québec / Québec Association of Special Care Counsellors (henceforth known as the Association) seeks to govern the professional conduct that can be expected by the people who receive the services of Special Care Counsellors.

The present code of conduct is addressed to all Special Care Counsellors of Québec who are members of The Association.

In this document, you will find the duties and obligations of the Special Care Counsellor (S.C.C.), are outlined as follows: general provisions, duties and obligations towards the profession, the public, the client, various rules that apply to the private practice as well as the use of the Association's graphic symbol.

CHAPTER 1

1. GENERAL PROVISIONS

1.1. In this document, SPECIAL CARE COUNSELLOR (S.C.C) is defined as follows:

“A professional who intervenes with individuals or groups of individuals of any age who experience or are likely to experience various adjustment problems in the field of mental health, social services and education. The S.C.C. evaluates and accompanies the client through situations of daily living, educational, helping relationships, and through intervention techniques. The S.C.C. pursues objectives of social integration and personal development in the fields of prevention, education and rehabilitation.”¹

1.2. Their role consists of observing and evaluating the needs, abilities, lifestyles and behaviours of persons with psychosocial adjustment problems. The S.C.C. may also proceed with the screening, assessment, detection and identification of undiagnosed disorders. They must also assess the suicide risk and dangerousness exhibited by a person in crisis. They note the data in the record and write progress reports, using the method designated by their organization.

1.3. The S.C.C. has the obligation to establish an intervention plan for each client assigned to them, within the context of a planned intervention process.

1.4. The term “Client” is defined as follows:

“A person who uses professional services in Special Care Counselling and who has psychosocial development objectives.”²

¹ Definition inspired by these documents : Code d'éthique professionnelle, Association québécoise des éducatrices et éducateurs en santé mentale, 2005 et du Rapport des coprésidents de la Table d'analyse de la situation des techniciens oeuvrant dans le domaine de la santé mentale et des relations humaines, February 2011

² Definition taken from the Code d'éthique professionnelle, ATESQ, 1992, which has been translated into English.

CHAPTER 2

2. DUTIES AND OBLIGATIONS TOWARD THE PROFESSION

2.1. RELATIONSHIP WITH THE ASSOCIATION AND COLLEAGUES

- 2.1.1. The S.C.C. supports The Association by adhering to the goals and objectives of the Code of Ethics while respecting their duties and obligations to the profession.
- 2.1.2. The S.C.C. must not take credit for work that rightfully belongs to a colleague or for work performed collaboratively.
- 2.1.3. The S.C.C., when consulted by a colleague, shall provide them with their opinion and their recommendations as soon as possible.
- 2.1.4. The S.C.C. is loyal to their colleagues and their profession and acts with integrity towards them.
- 2.1.5. The S.C.C., when called on to work with another special care counsellor or another person, preserves their professional independence: if they are assigned a task that is contrary to their professional conscience, they exempt themselves from performing it and give notice of this exemption in writing to their immediate supervisor.
- 2.1.6. The S.C.C., when engaged in professional practice jointly with other special care counsellors or with other persons, ensures that this practice does not cause any prejudice to the clients.
- 2.1.7. The S.C.C. must advise the executive board in writing within 10 days of being informed that they are subject to judiciary or disciplinary measures with respect to their functions as a S.C.C.

2.2. CONTRIBUTION TO THE ADVANCEMENT OF THE PROFESSION

- 2.2.1. To the extent of their capabilities, the S.C.C. assists in the development of their profession by participating in study days, symposiums, sharing of knowledge and experience with their colleagues and students, or participation in courses and continuing education programs, or by serving as a tutor for special care counsellors at the college and university level.
- 2.2.2. The S.C.C. makes it their duty to be an active member of their Association knows its rules and regulations and, ensures their application at all times, with a view to promoting the advancement of the profession.
- 2.2.3. The S.C.C. has a particular concern for maintaining current knowledge of new developments in their field.

2.3. UNETHICAL ACTS

While exercising their functions, S.C.C.'s must abstain from the following acts. Failure to do so will result in being found guilty of an unethical act regarding the honour and dignity of the profession or being disciplined by the members of The Association.

The following acts are considered offensive to the dignity of the profession:

- 2.3.1. Insistently and repeatedly persuading a person to use their professional services;
- 2.3.2. Advising or encouraging a client to commit an illegal or fraudulent act;
- 2.3.3. Claiming an amount of money from a client for a professional service or any part of a professional service, the cost of which is paid for by a third party;
- 2.3.4. Abandoning a client who needs supervision, deliberately and without sufficient reason, without ensuring a competent replacement;
- 2.3.5. Entering, altering or falsifying observation data or analyses in the client's record with the aim of causing them harm;
- 2.3.6. Providing a document that falsely indicates that services were provided;
- 2.3.7. Self appropriating narcotics, an anaesthetic preparation, supplies or any other property belonging to their employer or to a client.
- 2.3.8. Abusing the professional relationship for sexual relations, committing abusive acts or sexual harassing with a client.
- 2.3.9. Denigrating a colleague, making false representations or intentionally making unfounded complaints against them.
- 2.3.10. Seeking, by any means to mislead or deceive the Association.

CHAPTER 3

3. DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

- 3.1. The S.C.C. shall encourage and support any measure that could improve the quality and availability of professional services in the S.C.C. field.
- 3.2. The S.C.C. shall encourage public education and information measures in their field of practice. Unless they have good reasons not to do so, they must also perform the necessary acts, in the practice of their profession, to implement these measures.
- 3.3. The S.C.C. shall promote the rights of persons with adjustment problems to the public and shall work to restore their place as full members of society.
- 3.4. The S.C.C. shall stay informed about new developments in their professional field in order to provide the highest quality of services that any person in society is entitled to request and receive.

CHAPTER 4

4. DUTIES AND OBLIGATIONS TOWARDS THE CLIENT

4.1. GENERAL PROVISIONS

- 4.1.1. The S.C.C. has the professional obligation to develop alternatives to restraint and isolation measures. These measures must be flexible and adapted to the needs of the client. Alternative measures are simple or complex intervention strategies that use the competencies and creativity of the S.C.C. These measures aim to reduce or eliminate the causes of behavioral reactions that interfere with a person's safety and reduce the use of restraint and isolation. Alternative measures must favor the integration of the client and his family.
- 4.1.2. In the practice of their profession, the S.C.C. shall take into account the limits of their abilities, their knowledge and the means at their disposal. In particular, they shall not undertake work for which they are insufficiently prepared without obtaining the necessary assistance.
- 4.1.3. The S.C.C. shall recognize, at all times, the client's right to consult another special care counsellor, a member of another profession or another competent person, if the client expresses the wish to do so.
- 4.1.4. The S.C.C. shall refrain from practising their profession if they find they are in a state that could compromise the quality of their interventions.
- 4.1.5. The S.C.C. shall seek to establish a relationship of mutual trust with the client. They shall respect the client as an individual, taking their values and personal beliefs into account.
- 4.1.6. The S.C.C. shall perform professional acts for the client solely for the purposes of helping them remedy their specific problems.
- 4.1.7. The S.C.C. shall report any form of physical or mental brutality, discrimination, harassment or exploitation that the client may be subject to.
- 4.1.8. The S.C.C. shall appropriately report any incompatibility between the client's needs and the socio-administrative or legal structures of their institution that would be an obstacle to the therapeutic relationship between the professional and the client.

4.2. INTEGRITY

- 4.2.1. The S.C.C. shall fulfill their professional obligations with integrity.
- 4.2.2. The S.C.C. shall avoid any misrepresentation regarding their level of competence or the efficacy of their services and those generally provided by the members of the profession.
- 4.2.3. The S.C.C. shall provide opinions to a client only if they have sufficient professional and scientific information.
- 4.2.4. The S.C.C. shall treat with reasonable care the property entrusted to their custody by a client and shall not lend or use this property for purposes other than those for which it was entrusted to them.
- 4.2.5. The S.C.C. shall commit appropriate acts proportionate to the client's needs.
- 4.2.6. The S.C.C. shall provide his services in accordance with the professional standards, objectives and philosophy of the institution where they work.
- 4.2.7. The S.C.C. shall contribute actively to the development, implementation and improvement of the services provided to the clients, using the participatory mechanisms set out in the internal policies of the institution where they work and in the existing federal and provincial legislation.
- 4.2.8. The S.C.C. shall intervene in accordance with the Charter of Human Rights and Freedoms.
- 4.2.9. The S.C.C. shall refrain from endorsing a cheque made payable to a client.
- 4.2.10. During the professional relationship, the S.C.C must not establish relations of an intimate nature likely to affect the quality of the professional services, or relations of an amorous or sexual nature with a client, and must refrain from making remarks or improper gestures of a sexual nature to a client.

The duration of the professional relationship is determined taking into account of the nature of the problems, the duration of the professional services provided, the client's vulnerability and the likelihood of having to provide professional services to the client again.

4.3. AVAILABILITY AND DILIGENCE

- 4.3.1. The S.C.C. shall be available and diligent in the practice of their profession. If they cannot respond to a request within a reasonable time, they shall explain the reasons to their client.
- 4.3.2. The S.C.C. shall provide their client with the necessary explanations for the understanding and appreciation of the service they provide to them, and to their family, tutor, or representative, as the case may be.
- 4.3.3. Before ceasing to offer their services to a client, the S.C.C. shall notify them and the institution where they work within a reasonable time and ensure that this cessation of service is not prejudicial to this client.
- 4.3.4. The S.C.C. shall account to their client for all their professional acts when the client so requires.

4.4. LIABILITY

- 4.4.1. The S.C.C., in the practice of their profession, shall fully incur their personal public liability for the professional acts committed. It is forbidden for them to insert a clause in a service contract excluding this liability directly or indirectly, in whole or in part.
- 4.4.2. The S.C.C. shall distribute medication whenever possible and necessary, while respecting the rules and instructions related to the administration of this medication.

4.5. INDEPENDENCE AND DISINTERESTEDNESS

- 4.5.1. The S.C.C. shall subordinate their personal interests to the interests of their client.
- 4.5.2. The S.C.C. shall ignore any third-party intervention that could influence the performance of their professional duties in a manner prejudicial to their client.
- 4.5.3. The S.C.C. shall safeguard their professional independence at all times and avoid any situation where they would be in a conflict of interest. Without restricting the generality of the foregoing:
 - 4.5.3.1. The S.C.C. is in a conflict of interest when the interests involved are such that the S.C.C. may be inclined to prefer some of them to their client's interests, or when the S.C.C.'s judgment and loyalty to the client may be adversely affected;
 - 4.5.3.2. The S.C.C. is not independent as an advisor for a given act, if they find any personal benefit, direct or indirect, actual or potential, in that act.

- 4.5.4. The S.C.C. who finds that he is in a conflict of interest, real or apparent, informs his client and takes the necessary measures to ensure that he is not subject to prejudice.
 - 4.5.5. A S.C.C. shall refrain from receiving (with the exception of the remuneration to which they are entitled), paying or undertaking to pay any benefit, rebate or commission relating to the practice of their profession.
 - 4.5.6. A S.C.C. may share their fees with another person, on condition that this sharing corresponds to an equitable division of services and responsibilities.
 - 4.5.7. The S.C.C. does not incite a person to use their professional services insidiously, persistently nor repeatedly.
 - 4.5.8. The S.C.C. avoids using or to repeat professional acts for no sufficient reason and refrains from performing an inappropriate or disproportionate act to address the client's needs.
 - 4.5.9. The S.C.C. shall not, out of convenience or for any other reason, issue inaccurate or falsified invoices.
 - 4.5.10. The S.C.C. must, as part of his duties, keep records of notes, of reports and of the file, and may not destroy them in part or in whole, less than 5 years after the end of the follow-up with their client.
 - 4.5.11. At the exception of the pay to which he is entitled, the S.C.C. shall refrain from receiving, paying or committing to pay any benefit, refund or commission related to their practice of his profession to the exception of customary gifts of modest value.
- 4.6. CONFIDENTIALITY
- 4.6.1. The S.C.C. shall respect the secrecy of any confidential information obtained in the practice of their profession. Due to the very nature of teamwork and the requirements of the multidisciplinary work in which they are asked to participate, they are bound to respect team confidentiality.
 - 4.6.2. The S.C.C. may be released from professional confidentiality with their client's written authorization or when the law so permits.
 - 4.6.3. When a S.C.C. asks the client to reveal confidential information to them or when they permit such information to be entrusted with them, they must ensure that the client is fully aware of the purpose of the interview and the various uses that may be made of this information.
 - 4.6.4. The S.C.C. is subject to the obligation of confidentiality when a client calls on their services, unless the nature of the case requires disclosure.

- 4.6.5. The S.C.C. shall avoid indiscreet conversations regarding a client and the services provided to them.
- 4.6.6. The S.C.C. shall obtain the written permission of the client or their legal representative if they use audiovisual techniques for the purposes of therapy, teaching or research.
- 4.6.7. The S.C.C. who practices their profession with a couple or a family shall safeguard the right to professional secrecy of each member of the couple or the family.
- 4.6.8. The S.C.C. shall not use confidential information in a manner prejudicial to the client or with a view to obtaining a benefit for themselves or for another person, directly or indirectly.
- 4.7. ACCESSIBILITY OF RECORDS
- 4.7.1. The S.C.C. shall respect their client's right to access documents that concern the client in any record constituted regarding them and to obtain a copy of these documents, in accordance with the laws in force, except to the extent that the exercise of this right is prejudicial to the client.
- 4.7.2. However, when the services of a professional or of other professionals have been required, the S.C.C. shall not allow the client to access documents found in this record without the authorization of the professional who provided their services.
- 4.8. CONSENT
- 4.8.1. Before agreeing with a client on the delivery of professional services, the S.C.C. takes into account the client's request and expectations as well as the limits of their skills and the means at their disposal.
- 4.8.2. Before beginning the delivery of professional services, the S.C.C. obtains, except in emergency situations, the informed consent of his client, his legal representative or the parents, if he is a child younger than 14 years of age, by disclosing the following information:
- (1) the purpose, nature and relevance of the professional services and their main methods of delivery;
 - (2) the alternatives, the limits and the constraints as well as the mutual responsibilities linked to the delivery of the professional service;
 - (3) the use of the information collected;
 - (4) the amount of fees, the collection of interest on the accounts and the terms of payment;

- (5) the choice to refuse the offered professional services or to stop receiving professional services at any time;
- (6) the rules of confidentiality as well as its limits related to the terms of the transmission of confidential information related to the intervention.

The communication of this information is adapted to the context of the delivery of professional services.

4.8.3. The S.C.C. takes reasonable and necessary measures, including when the emergency has ended, to ensure that there was informed consent by verifying if the client has understood the information communicated to them.

4.8.4. The S.C.C. ensures that informed consent remains throughout the duration of the professional relationship.

4.8.5. The S.C.C. recognizes the client's right to revoke his consent at any time.

CHAPTER 5

5. DISCIPLINARY COMMITTEE

- 5.1. Any person may file a complaint against a S.C.C. who breaches an obligation set out in this Code of Ethics. To make a complaint, a person must use the appropriate form located on The Association's website.
- 5.2. On reception of a complaint, The Association will contact the plaintiff to notify them of the reception of the complaint and begin processing the complaint.
- 5.3. Within 30 business days of the complaint, a Disciplinary Committee will examine the complaint.
- 5.4. The Disciplinary Committee consists of 3 active members of The Association, one of which is a member of the Board. The members of the disciplinary committee are chosen by the board and mandated for 2 years, after which, their term can be renewed.
- 5.5. This committee has the power of an investigating committee and may summon and examine any witness it considers relevant to the study of the complaint.
- 5.6. The Disciplinary Committee must give the plaintiff and the defendant the right to be heard.
- 5.7. The Disciplinary Committee must render a written decision within 45 working days from the reception of the complaint. The Disciplinary Committee can prolong this delay if they advise the plaintiff and defendant in writing.
- 5.8. The Disciplinary Committee has the power to make the following orders:
 - Acquittal
 - Written notices and recommendations
 - Temporary removal from the Association
 - Permanent removal from the Association
 - Any other order deemed appropriate
- 5.9. In all cases, the removal notice from the Association and the result of the investigation will be published on the Association's website.
- 5.10. The S.C.C. collaborates and responds to any request from a syndicate, a member of the executive council or a member of the board of directors of the Association; he must also answer within the timeframe and according to the mode of communication that is required.

- 5.11. The S.C.C., who has been informed of an investigation into his conduct or his professional competence or who has received a complaint, shall not communicate with the person who initiated the investigation or complaint or with any other person involved in this investigation or complaint under any circumstances, without the prior written permission of the syndicate.
- 5.12. The decision issued by the syndicate in connection with the formal filing of a complaint with respect to a member of the Association is subject to review or retention when creating an order of Special Care Counsellors.

CHAPTER 6

6. PRIVATE PRACTICE

The S.C.C. must respect the rules set in the document “Rules and Regulations” of The Association as well as the Code of Conduct.

6.1. SETTING AND PAYMENT OF FEES

- 6.1.1. The S.C.C. shall request and accept fair and reasonable fees.
- 6.1.2. The fees are fair and reasonable if they are justified by the circumstances and proportionate to the services rendered.
- 6.1.3. The S.C.C., in particular, shall account for the following factors when setting their fees:
 - 6.1.3.1. Their experience and particular competencies.
 - 6.1.3.2. The time devoted to preparation and performance of professional services.
 - 6.1.3.3. The nature and complexity of the professional services needed
 - 6.1.3.4. The provision of unusual services or services, rendered in exceptional circumstances.
 - 6.1.3.5. Exceptional urgency of competences required.
- 6.1.4. The S.C.C. only collects fees for the services rendered.
- 6.1.5. The S.C.C. shall provide their client with all the explanations necessary to understand their statement of fees, including cancellation fees, interest charges on past due accounts and the terms of payment.
- 6.1.6. The S.C.C. shall refrain from charging payment in advance for their services. Moreover, they shall warn their client of the foreseeable approximate cost of their services. The S.C.C. can claim reasonable cancellation fees for missed appointments.
- 6.1.7. The S.C.C. may charge interest on past due accounts only after having duly notified their client. The interest thus charged shall be a reasonable rate according to the current interest rates.
- 6.1.8. Before resorting to court proceedings, the S.C.C. shall exhaust the other means at their disposal to obtain payment of their fees.

6.1.9. When a S.C.C. entrusts another person with the collection of their fees, they shall ensure that this person proceeds with tact and moderation.

6.2. RESTRICTIONS AND OBLIGATIONS REGARDING PUBLICITY

6.2.1. A S.C.C. can mention in their advertisements all information to help the public make an educated decision and to select necessary and useful services.

6.2.1.1. This advertisement must favor the maintenance and the development of professionalism.

6.2.2. In his advertisement, the S.C.C. must indicate their:

6.2.2.1. Name;

6.2.2.2. Professional title;

6.2.2.3. Name of the educational establishment that granted their diploma;

6.2.2.4. Approach and additional trainings that were completed;

6.2.2.5. Targeted clientele

6.2.3. The S.C.C. can not publicize in any way or by any means false information.

6.2.4. A S.C.C. cannot exaggerate their level of competence or the scope and effectiveness of their services rendered without justification the means.

6.2.5. The S.C.C. cannot use or permit the use of testimony for support or recognition of their service.

6.2.6. The S.C.C. shall not, in any way whatsoever, advertise to people who can be physically or emotionally vulnerable because of their age or the occurrence of a specific event.

6.2.7. The S.C.C. shall not advertise their professional services for commercial profit.

6.2.8. The S.C.C. cannot use the graphic symbol of the Association in their advertisements unless it conforms to Chapter 7 of the Code of Conduct.

- 6.2.9. The S.C.C. that publishes their remuneration must do so in a manner that is comprehensible to members of the public that might not have particular knowledge of Special Care Counselling and must:
- 6.2.9.1. Maintain their prices for the published period, which period may not be inferior to 90 days after the date of the last publication;
 - 6.2.9.2. Specify the services included in the remuneration;
 - 6.2.9.3. Indicate if the fees are included or excluded.
- 6.2.10. In the case of an advertisement regarding a special rate or a rebate, the S.C.C. must mention the length of the validity of this special rate or rebate. This period may be inferior to 90 days.
- 6.2.11. The S.C.C. can not, under any circumstance, publicize a rebate greater than the original fixed amount of the remuneration for his professional services.
- 6.2.12. The S.C.C. must keep a copy of all advertisements in original form for a period of 3 years following the date of the last publicity. This copy must be given to the syndicate if requested.
- 6.2.13. All S.C.C.'s incorporation are solidarity liable for the content of their advertisements, unless the advertisement clearly indicates the name of the S.C.C. who is responsible for it.

CHAPTER 7

7. GRAPHIC SYMBOL OF THE QUÉBEC ASSOCIATION OF SPECIAL CARE COUNSELLORS

- 7.1. The Association is represented by a true copy of the graphic symbol that is held by the secretary of the Association.
- 7.2. Any S.C.C. that reproduces the graphic symbol of the Association in their own advertisements must ensure that it conforms to the true copy held by the secretary of the Association.
- 7.3. When a S.C.C. uses the graphic symbol of the Association in an advertisement, they may not make it seem as if it is an advertisement for the Association.
- 7.4. The S.C.C. that reproduces the name of the Association in an advertisement must do so in the following manner: Member of the Quebec Association of Special Care Counsellors.
- 7.5. The S.C.C. that would like to use the graphic symbol of the Association and mention that they are member must make a request to the Association to be certain that they are in fact a registered member.

GLOSSARY

PROFESSIONAL ETHICS ARE THE ENTIRETY OF THE RULES AND DUTIES OF THE PROFESSIONAL.

ETHICS

Ethics implies a basic professional competency upon which ethical behaviour is built. Fundamental human values must necessarily be added to this competency. These values are transformed into attitudes, which in turn support ethical behaviour.

EVALUATION

The evaluation is commonly understood as being applicable to everyone. In the health and human relations fields, all practitioners exercise clinical judgment commensurate with their competencies and communicate the conclusions of this judgment. They therefore perform an evaluation.

EVALUATION ACTIVITY RESERVED BY LAW

These reserved evaluations require expertise that calls upon special skills and competencies:

- To determine and use validated tools or instruments for evaluation purposes and to interpret the results;
- To develop a clinical hypothesis;
- To interpret in general, the different factors that have an impact on the person's condition or situation and to connect them with the problem experienced;
- To anticipate the consequences, in the medium and long term, of the various interventions that could be performed subsequently, so as to prevent any risk of serious prejudice;
- To produce interpretative summaries based on the facts and supported by scientific theories;
- To decide on and account for the evaluation and the conclusions it involves for the people and administrative and legal authorities concerned.

Therefore, these are differential or multifactor diagnostic evaluations.

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