

PAYMENT FOR CLINICAL COUNSELLING SERVICES

Practice Standards and Model Language

INTRODUCTION

This document sets out the standards a clinical counsellor should follow to obtain a client's agreement for the payment of counselling fees and other charges. Model language is provided at the end that counsellors can use to prepare payment agreements they may establish with clients.

The BCACC Board has approved a separate standard for *Consent to Clinical Counselling and Use of Personal Information*, which also includes model language that counsellors can use to prepare their own informed consent forms. The BCACC has produced a recommended fee *schedule* that counsellors can use to set their fees; those recommended fees are not part of these standards.

PAYMENT FOR CLINICAL COUNSELLING

In the BCACC's *Code of Ethical Conduct*, Principle 3 (Integrity in Relationships) "...RCCs...remain aware of their values and the values of their communities", and are "...honest and straightforward in their communications." Principle 4 (Responsibility to Society) states: "RCCs have a responsibility to the society in which they live and work and have dedicated themselves to the well being of human beings in that society. To practice the principle of Responsibility to Society, RCCs will: "Establish fees that are deemed fair and consistent with prevailing fee structures in the community (10)."

How a client will pay for counselling services and the consequences of missed appointments or not paying bills on time are important topics for counsellors to address with their clients. Disputes over billing practices have been a source of a number of complaints filed against counsellors, and such complaints could often be avoided with better communication between counsellor and the client on these issues.

BCACC recommends that counsellors agree with clients before the first session at least the session fee and the time and method of payment. Further details of a counsellor's billing policies and procedures—including how they will apply in a particular client's circumstances—are normally discussed and agreed on at the first session. A counsellor can either document the terms and conditions agreed on in the clinical notes or ask the client to sign a payment agreement. As well, payment policies included in a counsellor's brochure or given to the client as a separate handout have documentary value.

One specific caution: a counsellor should never agree to issue a receipt to a client for the payment of services in advance of when the services are provided so as to allow a client to submit a claim to a health benefits plan for advanced payment. This constitutes fraud. Instead, a counsellor may agree to give a client credit for a service that has been provided, and issue a receipt, but the terms of the loan must be clearly understood by the client and agreed to in writing under a separate agreement. Such an agreement should be drafted with legal assistance.

PAYMENT AGREEMENT CONTENTS

To help counsellors meet their ethical responsibilities and to ensure that the client has a clear understanding of counsellor's billing practices, the BCACC recommends that the following information be considered for inclusion in any payment agreement the counsellor may establish with a client:

1. The counsellor's name, academic qualification(s), professional membership in BCACC and professional registration number, mailing address, phone number and other contact information.
2. The client's name, mailing address, phone number and other contact information.
3. The length of each session and the agreed frequency of sessions at the outset, with a provision that this may be changed by mutual agreement.
4. The fee that the counsellor will charge for providing the counselling services to the client (usually expressed as a per-session fee) and any taxes payable on that fee (e.g. GST).
5. The client's responsibility to inform the counsellor in advance of missed sessions and how the client can so inform the counsellor.
6. The counsellor's policy concerning charging for missed appointments if the client does not provide sufficient advance notice, including the minimum period of time (e.g. 24 hours) that the counsellor requires for advance notice.
7. The counsellor's policy concerning charging for appointments where the client is late.
8. If another person or an organization will reimburse the client after the client has paid the counsellor's fee, the client's responsibilities should the other person or organization not pay all or part of the fee, and that it is the client's responsibility to confirm the scope of coverage.
9. If another person or an organization will pay the counsellor's fee (including a missed appointment fee) instead of the client, directly to the counsellor, what the client will do to ensure that direct payment by the other person or organization is made to the counsellor.
10. When the counsellor will expect or request payment (e.g. at the start or end of each session, on a weekly or monthly basis), how the counsellor will communicate a request (e.g. by presenting the client with a written statement of account), and when the counsellor will issue receipts acknowledging payment.
11. The counsellor's practice with respect to overdue or unpaid statements of account (e.g. interest rate, start date for interest charges), the counsellor's collection options or policy (e.g. whether or not a second statement or a demand letter will be sent and when, when the unpaid bill would be sent to a collection agency, when the client would be sued in Small Claims Court, etc.). *If the unpaid bill is to be referred to a collection agency or pursued in Small Claims Court, a counsellor should not charge a client an additional collection fee. But a counsellor would be entitled to claim interest charges on the unpaid fee, so long as the charges are clearly stated and agreed to by the client at the start of the sessions.*
12. If a client has a concern about the counsellor's billing or collection practices and is not satisfied that the counsellor has addressed that concern, the client may contact the Registrar of the BC Association of Clinical Counsellors at 1-800-909-6303.

13. The client's name and signature, and the date that the payment agreement was signed by the client.
14. The counsellor's name and signature, and the date that the agreement was signed by the counsellor.

As a general rule, written payment agreements become more necessary as payment arrangements with a particular client or in a particular practice become more complex. Because a verbal discussion and agreement (documented in clinical notes) may well be sufficient or preferable in many counselling situations, and because written payment agreements may differ from client to client, a payment agreement should be separate from the counsellor's informed consent form.

If a counsellor develops a standard payment agreement form (whether part of the consent agreement or not), the counsellor should strike-out those payment terms that do not apply to a particular client signing the form. Likewise, a payment agreement can be modified by writing in new terms or conditions. In either case, the counsellor and the client should initial the changes. A copy of the payment agreement should be given to the client.

The BCACC recommends that a counsellor use a payment agreement even if the counsellor is being paid directly by a third party, such as an Employee Assistance Plan. The payment agreement should specify if the client will be responsible for paying any unpaid amount if the counsellor does not receive full or partial payment from the third party (within a specified time period).

PAYMENT FOR CLINICAL COUNSELLING SERVICES
Practice Standards and Model Language
Approved by the Board of Directors
March 19, 2005
Amended May 6, 2009

DRAFT MODEL LANGUAGE

PAYMENT AGREEMENT

The following is language a counsellor can use in preparing a payment agreement. However, counsellors should amend this model agreement to suit their clinical practice or the particular financial situation of the client and, in particular, to reflect their particular fees and payment/collection policies.

This model language should not be relied on as providing a counsellor with legal advice. Counsellors should always obtain advice from a lawyer if they have any concerns about the appropriateness or sufficiency of any form they use in their clinical practice.

NAME OF COUNSELLOR
Registered Clinical Counsellor (Reg. # ??)
MAILING ADDRESS
OFFICE PHONE
OFFICE FAX (optional)
OFFICE EMAIL (optional)

1. I understand that I can contact the counsellor to make, change or cancel an appointment, or in case of an emergency by phoning 000-000-0000 at any time, 24 hours a day.

Fees

- 2.(1) I understand that the counsellor will charge me [\$00.00 per 1 hour session] for clinical counselling and related services, including GST/plus GST [if applicable].

NOTE: If the counsellor charges an hourly fee on a pro-rated basis, this should be noted here. If the counsellor also charges for disbursements such as educational materials, those costs should be also noted.

- (2) As evidence by my signature below, I agree to pay the counsellor this fee [these fees] on the terms and conditions set out in this agreement.

- (3) I understand and agree that the term "fee" used in the rest of this agreement means the fee, disbursement, taxes, or interest charges that may apply, including a cancellation fee.

Missed appointments

- 3.(1) I understand that I am responsible for notifying the counsellor at the contact number above at least [24 hours] in advance of a scheduled appointment if I will miss that appointment.

- (2) As evidenced by my signature below, I agree that if I do not give at least [24 hours] advance notice to the counsellor, I will pay the counsellor a cancellation fee equal to the amount I would normally have been charged for attending that appointment.

Late arrivals

4. I understand that if I am late arriving at the counsellor's office and therefore attend only a part of a scheduled appointment, that I am nonetheless responsible to pay the counsellor the full fee that would be charged for the total time of that appointment.

Receipts

5.(1) I understand that after I pay for the clinical counselling services provided me, the counsellor will issue me a receipt acknowledging payment.

(2) I further understand that if a third party is paying the counsellor for the services that I am receiving, the counsellor may issue a receipt to that party instead of me.

Health plan reimbursements

6.(1) I understand and agree that I am solely responsible for confirming the scope of coverage of, and for seeking reimbursement for the cost of clinical counselling services from, any insurance, pension, benefit or similar plan of which I am a beneficiary or have an insured interest.

(2) I further understand that should my health plan not reimburse me for the full cost of the clinical counselling services that I have paid to the counsellor, I remain responsible for those additional costs and the counsellor will not refund me the difference.

Payment by third parties

7.(1) If a third party is paying the counsellor for the clinical services provided me by the counsellor, I agree to facilitate that direct payment to the counsellor.

(2) I further understand that should the third party not pay the full cost of the clinical counselling services that have been provided by the counsellor, I will be responsible for those additional costs.

Unpaid fees

8.(1) I agree to pay the counsellor the fee for each session immediately following that session OR I agree to pay the counsellor for the counselling services received within 30 days of receipt of a monthly statement.

(2) I further understand that if the counsellor does not receive such prompt payment, the counsellor may initiate legal proceedings against me for the amount of the unpaid fee plus any interest charges noted on the statement and do so without further notice to me. **If the unpaid bill is referred to a collection agency or pursued in Small Claims Court, the counsellor shall not charge me an additional collection fee. However, the counsellor is entitled to claim interest charges on the unpaid fee, in the amount of ___ percent per ____.**

NOTE: This language can be modified if the counsellor's practice is to assign an unpaid debt to a collection agency or to immediately file a claim in Small Claims Court. If the counsellor's practice is to also issue a warning letter, that step should be added to this section.

Concerns

9. I understand that if I am not satisfied that the counsellor has addressed a concern I may have about our financial arrangements, I may contact the Registrar at the BC Association of Clinical Counsellors at 1-800-909-6303.

Signature

10. I have read and understand this payment agreement, and as evidence by my signature, I agree to pay the counsellor according to the above terms and conditions.

Name of Client

Name of Counsellor

Signature of Client

Signature of Counsellor

Date signed

PAYMENT FOR CLINICAL COUNSELLING SERVICES
Practice Standards and Model Language
Approved by the Board of Directors
March 19, 2005
Amended May 6, 2009