

B.C. ASSOCIATION OF CLINICAL COUNSELLORS PAYMENT FOR CLINICAL COUNSELLING SERVICES Practice Standards

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.

The BCACC Board has approved a separate standard for *Informed Consent to Clinical Counselling and The Collection, Use and Disclosure of Personal Information*. 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

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 before the first session, counsellors and clients agree on the session fee and length, as well as 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.

Occasionally clients may request that receipts be issued in advance or to a different person. RCCs must issue receipts for services that have actually been rendered. To do otherwise can make the counsellor a party to a fraud. 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.

All standards are interpreted and applied with reference to the BCACC *Code of Ethical Conduct*. RCCs should familiarize themselves with the *Code*, and may wish to consult in particular paragraphs 5 and 35 under Respect for the Dignity of All Persons and Peoples, paragraphs 1, 6, 12 and 19 under Responsible Caring, paragraphs 3-6 and 14 of Integrity in Relationships and paragraphs 6 and 9-12 under Responsibility to Society.

CONTENTS OF A PAYMENT AGREEMENT

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 RCCs use a payment agreement even if the RCC 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 full or partial payment from the third party is not received within a specified time period.

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