

Insight Into the World of EAP/EFAP

The Role of the Contract Counsellor

Last March I was asked to speak at the BCACC Delegate Counsel meeting to clarify misconceptions with regard to the industry of Employee Assistance Programs (EAP). More specifically I addressed the role of clinical counsellors who have a contractual agreement(s) with one or more EAP company providers. Many of the misconceptions raised were around parameters of the counselling to be offered and fee structure. And, what role if any should the BCACC assume on behalf of registered clinical counsellors who are involved in EAP work. A summary of my contribution at the March meeting is summarized below.

Simply put EAP is a business. An EAP provider is a company that most often has a president, vice-president of clinical services, vice-president of Business Development etc. It has various levels of management and staff. Businesses in general are characterized by a competitive nature. EAPs are no different. Such a nature is necessary to survive and thrive. Being competitive means being current and on top of what is happening in your business.

The business of EAP is defined as a specialized service in place to increase productivity in the workplace. The philosophy of EAP is that "A healthy employee is a productive employee" and that extends to the immediate family members of the employee. EFAP (Employee & Family Assistance Programs) are the more common programs today where the service extends to the immediate family members - if the family is healthy then the employee will be healthy i.e. productive.

The EAP company negotiates with a specific company the services that will be delivered to the employees and the family members of that specific company. A fee will be negotiated to deliver such services. Once agreed, the EAP company must provide the range of services for that fee. There is not a well of money. This is a contractual business transaction. Lawyers are often involved in formalizing the contract. The company wants the EAP contract at a good cost so that they will have healthy employees who will then be more productive. The EAP company wants to provide the services **as well as make a profit** – why else would you be in business !!! Note even not-for-profit EAPs need to make a profit i.e. the 'profits' are used to deliver quality services, improve programs etc.

Counsellors who are on salary with the EAP company understand that they take direction from management of the EAP company. And, of course, many salaried EAP counsellors have colleagues to talk with and a clinical supervisor to consult with.

Affiliate or contract counsellors also answer to the EAP provider Company. The EAP company is their boss. The contract counsellor is an extension of the EAP provider company. The clients that they are seeing are first and foremost clients of the EAP Company. Counsellors cannot challenge the expectations of the EAP company or request the BCACC to do so. Contract Counsellors are being referred these clients on behalf of the EAP company. The counsellor's commitment to the EAP company is to see the client within the parameters of the EAP contract and for the fee agreed to between the EAP company and the counsellor.

Should the counsellor not be in agreement with the contract that s/he has signed then the counsellor can give proper notice to the EAP company and end the contract. The field of EAP is not for everyone and we all must be cognizant of the work that we do, how we obtain it and what our expectations are as well as the expectations of those who have hired us whether it be a private-practice client, an agency or an EAP provider.

The due diligence of the counsellor is to read thoroughly their contractual agreement. It would be prudent to also google the EAP provider company and review its company. If for any reason there is a question with regard to the contract, contact the EAP provider designate before signing the agreement. Should you not like the parameters that are set out for you, the fees that you have been offered, the paper work that is requested then do not accept the contract. It can be detrimental to your clinical work to see clients from a company that you carry some resentment with.

There are many EAPs out there and more are starting up and coming in from the US and Europe. Like in any industry some companies are better to work for than others. Some will try to contract with counsellors at the lowest possible fee. Counsellors who accept very low fees appear to be acting from a position of desperation and in the end minimize our entire profession.

EAP work is exciting and can be very rewarding. The clients that we see are reflective of our societal times. The issues that present range from the daily hassles of everyday living to extremely traumatic cases. Skilled EA counsellors are specialists-generalist. EAP may eventually become a modality of its own. Knowledge is power if you understand the work then delivering the services within the appropriate parameters comes very naturally.

To sum up it is important that the contract counsellor understand the contractual agreement that s/he enters into with the EAP Company provider. Also, I hope to continue my work with the BCACC so that competency in EAP is recognized among our professional members. Perhaps from that standpoint, many EAP providers may be willing to increase their fees when they feel assured that the counsellors understand the parameters of EAP as well as the business costs and the ethics in delivering each session.

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Dec, 2009 – Published in Insights – Journal for the BC Association of Clinical Counsellors

We are in the Information-Technology age where the vast majority of employees today are "knowledge-workers". When an employee breaks down his/her unhealthiness is reflected in poorer concentration, lack of judgment etc., in other words in an inability to be satisfactorily productive.

. Clearly the EAP company wants counsellors who know how to provide quality counseling within the parameters of EAP.

Counsellors who understand how to work within the parameters of EAP are often able to negotiate fairer fees.

You are to adhere to the parameters and you are to negotiate your fee , should you not be satisfied with either then do not work for that EAP provider.

do not quite understand their role as I am assuming that they have signed some form of document outlining their role. They have also signed an agreement for their hourly fee. Contract counsellors answer to the EAP provider. It is as if they

The issues that are brought into the offices of EA Professionals can range from the hassles of daily living to suicidal or traumatic experiences.

When the contract is formally negotiated and signed – often times lawyers on both sides oversee the details of what was agreed to. The EAP company agrees to provide services...one-on-one counselling is one part of an EAP contract – numbers of limited sessions vary from contract to contract. Each contract that is negotiated with a company can be different. All EAP providers insist their counsellors are credentialed with a minimum of a Master's degree, and registered with their governing board. Others want specific training,

years of service and EAP experience. More and more companies are now requesting that counsellors have either experience and/or training with the parameters of EAP.

There are many EAP provider companies servicing the employees and their family members within BC. There are many counsellors in private practice who wish to receive EAP referrals.

and help the client return to full productivity (they may be at work but not fully productive) and within the parameters set out by the EAP company. – usually brief solution focused counselling for the purposes of helping the client be more productive., The client may be coming in for different reasons

Companies looking for an EAP are wanting to have healthy employees and maintain or increase productivity levels. EAP Companies market themselves and often compete to acquire the EAP contract. Acquiring the EAP contract means that EAP companies often times are submitting proposals to convince the company looking for an EAP that they can provide service to the company and its employees to be of highest value and at the best price for services delivered. There is much work in putting together a proposal in terms of estimating percentage of employees accessing services and number of sessions used etc...

As counsellors in private practice, we must first understand that we have chosen to be self-employed. As I highlighted in my 2007 booklet “ How to Launch your Counselling Career”, it takes time, energy and strategy to launch a private practice and keep it maintained and evolving. And, that the hard work is not the work that we do but it is recruiting clients.

As counsellors We have a responsibility to understand who actually is paying for our services. In private practice where we have a client-fee-for-service contract, the client is paying for our services and we are bound by our professionalism and what we have agreed to with the client.

Within extended benefits, if the client has a right to choose the counselor, normally they have a limited amount of money that they can use i.e \$ 300.00, \$500.0, \$800.00 or more for counselling. Most often, the client pays and then is reimbursed- in these cases the client is seeking the services.

and that employees (and often family members) will have up-to- four or five or eight sessions

I was an attendee at the last Delegate Counsel meeting where you spoke about EAP's and what counsellors can and should expect in their work with EAP's and from the BCACC with regards to that EAP work. I think that the message that you delivered about the bottom line - the fact that EAP's are a business, they have a mandate and limited resources, that counsellors who work for EAP's are contractors, and as with contractors in other sectors of business it isn't "appropriate" to have expectations of how the business is run but rather to get clear on how it is run and to ask yourself if that is a system you are happy being a part of.

I liked the clarity and directness with which you spoke to these issues at the meeting and would sincerely welcome an article that is as succinct and direct to these points in the December issue.

And lastly,

I have a concern that your article and ad being placed on the same page in Insights could lead some members to assume your advertising is free/paid for by the association. I'd like to create a clear sense of separation for you in your role as a contributing writer from that of your role as an entrepreneur with a valuable service to offer. To that end, I would like to suggest that in the next issue, assuming you are placing an ad, we separate the two. The upside of this, aside from a clear deliniation of those roles is that you get coverage in two areas of the magazine rather than one. Would you be open to that for this next issue?