



# **Schedule of Services and Fee Guidelines**

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## INTRODUCTION

The MTAA's Schedule of Services and Fee Guideline has been developed exclusively for Massage Therapists to assist in decisions surrounding the services offered and associated fees. While the document does not contain confidential information, it is not intended for public consumption, as it assumes the reader is a fully trained and practicing Massage Therapist in the presentation of information.

### I. MASSAGE THERAPY SCOPE OF PRACTICE

The Scope of Practice of Massage Therapy is defined as follows.

In their practice, Massage Therapists do one or more of the following:

- *Assess, diagnose and treat the soft tissues and joints of the body, with the intent of producing a therapeutic outcome or preventative care, and*
- *Contribute to the development and improvement of primary and complementary health policy, and*
- *Teach, manage and conduct research in the science, techniques and practice of Massage Therapy*

Within their practice, Massage Therapists will use a variety of procedures and modalities to provide services within the scope of practice. "Massage" is a general term describing one or several treatment modalities, and is often mistakenly used and confused with the practice of Massage Therapy.

### II. USE OF MEMBERSHIP NUMBER

The MTAA membership number is considered to be property of the MTAA at all times and the issuance of the membership number by the MTAA is only considered as approved and valid if all membership eligibility and maintenance requirements are adhered to, in addition to compliance with MTAA Bylaws and governing documents. Your membership number should be kept secure at all times and be provided on receipts to patients as outlined in Section X, Receipts. In the event that a member is working in a multi-disciplinary or multi-therapist setting, the MTAA membership number should NOT be provided to administrative or front desk staff, but rather the therapist who performed the treatment should be including this on receipts along with their original signature.

The MTAA recommends that membership numbers should never be included on professional resume's, CV's or on business cards or advertisements in order to mitigate provider identity theft.

### III. LENGTH OF APPOINTMENTS OR SESSIONS

For the purposes of this guideline a visit by a patient will be described as an **appointment or a session**. This description is purposefully generic so as to preclude any bias towards a patient visit being based on a specific period of time.

To allow maximum flexibility for Massage Therapists, appointments or sessions are based on visits lasting 15, 30, 60, or 90 minutes in length. An appointment or session will include a number of specific services within a designated time frame and, in order to avoid confusion on the part of therapists and patients, should **not** be described as "treatments."

#### **IV. DESCRIPTION OF SERVICES INCLUDED IN AN APPOINTMENT OR SESSION**

An appointment or session is to include the following components, each of which will vary in the amount of time required to complete, based on the severity of the condition(s) being treated, the length of the appointment and the complexity of the treatment:

- Intake/interview
- Initial assessment or re-assessment
- Treatment
- Self-care recommendations
- Charting and administration

##### *a) Intake/Interview*

An intake interview includes a full health history and should also include consultation with the patient to establish short- and long-term goals for treatment. Interview question should include:

- Limitations to activities of daily life
- Identification of area(s) on which the patient would like to focus
- Discovery of factors contributing to the condition.

##### *b) Initial Assessment or Re-Assessment*

An Initial Assessment is the first assessment conducted upon intake of the patient into a practice. It will include a full health history and may include postural (static and dynamic) analysis, palpation and range of motion assessment, standard neurological and orthopaedic tests. Status forms and pain questionnaires may also be used to assess the condition. The Initial Assessment should also include consultation with the patient to establish short- and long-term goals for treatment.

A re-assessment is an evaluation of the status of the patient conducted at the start of each appointment or session service subsequent to the first unit. It may involve the re-application of some or all of the components of the initial assessment as well as further consultation with the patient to determine satisfaction with progress and re-examination of short- and long-term treatment goals.

##### *c) Treatment*

With patient consent, treatment is provided. The specific modalities used as well as the length of treatment time are not described in this Guideline and will depend on a number of factors, including:

- Complexity of the condition
- The compensatory changes and structures compromised by the injury
- The amount of time elapsed since the original injury
- Compliance of the patient with recommended treatment frequency and self-care
- Pre-existing conditions

The effectiveness of the treatment plan is monitored based on the following considerations:

- Positive change in the subjective symptoms and objective findings
- Positive change in postural awareness, with improved mobility and function
- Increased autonomy and confidence of the patient in performing activities of daily living.

Frequency of treatment may decrease as the patient's condition improves. Patient motivation, physical ability and personal psychological concerns are all determinants of patient progress.

#### *d) Self-Care Recommendations*

Remedial exercises, postural awareness and hydrotherapy instruction should be recommended to the patient to enhance injury recovery and patient awareness.

#### *e) Charting and Administration*

Regular charting by the Massage Therapist in the patient's clinical record notes the patient's progress. This is a mandatory component of the appointment or session, and therefore, no additional fees are recommended for charting the patient's progress and updating the treatment plan.

The MTAA also recommends that no charges be billed for the following activities:

- a) Referral service to other health care providers deemed necessary by the Massage Therapist or as requested by the patient, rehabilitation coordinator, or insurance adjuster
- b) Invoicing and receipting of the patient

In addition to charting patient progress in the patient's clinical records, it is also recommended that administrative procedures, including billing, collection of fees and receipting be included within a Unit of Service, as these are important components of the therapist/patient relationship.

## **V. TYPICAL FORMS OF COMPENSATION**

While in the past most Massage Therapists operated their own independent practice in which they billed patients a set fee for an appointment or session, several alternate forms of compensation have developed over the last decade. This section will detail some of the more common forms of compensation currently in use. These include:

- split percentage;
- salaried (with or without benefits);
- salaried (with or without benefits) plus commission;
- fee based on duration of appointment or session.

These Guidelines are not intended to suggest that one form of compensation is better than any other form of compensation. In addition, there are too many factors to provide recommendations on actual fees; however, recommendations will be provided as to the factors to be considered when negotiating compensation.

#### *a) Split Percentage*

The split percentage approach is one where a clinic, practice, or spa owner will engage a Massage Therapist within their existing practice and offer compensation based on a part of the fees paid for the services provided by the therapist. For example, a 60/40 split may be used, where 60% of the fees paid by patients go to the MT and 40% to the clinic.

It is not possible for these Guidelines to recommend a specific percentage split that is appropriate, as this will depend on the specifics of each Massage Therapist's situation. However, the Guidelines do recommend that the following factors, presented in no specific order, be considered when negotiating a split percentage approach:

- Years of experience of the Massage Therapist
- Anticipated number of patients to be seen daily/weekly
- Access to an existing patient base and the size of the patient base
- Amount of marketing that therapists will have to undertake on their own, including advertising, business cards, appointment cards, etc.
- Whether supplies are provided by the clinic/practice/spa, including but not necessarily limited to:
  - massage tables
  - space
  - linen
  - towels
  - laundry
  - oils and lotions
  - booking (including reminders) and
  - hydrotherapy supplies

It is worth noting that there are several variations on how a split percentage may operate depending on the organization. The following are commonly seen scenarios:

- The split percentage will change the longer the therapist remains with an organization; for example, it may begin at 60/40 and after a period of time move to a 70/30 split.
- The split percentage will vary after a specific billable amount is met, that is, the split may change from 60/40 to 70/30 after an agreed amount is billed per month.
- The split percentage may include a specific monthly cap, that is, a 60/40 split becomes 100/0 after a cap to be paid to the organization is met.

Nonetheless, the split percentage form of compensation still uses the typical fee for service model, where the fee is based on the duration of the appointment or session.

*b) Salary (with or without benefits)*

While not as prevalent as a split percentage or an independent practice that rents space, a newer compensation approach is a salaried position. In this approach, a Massage Therapist is placed on an annual salary that is paid in weekly or bi-weekly instalments. This is similar to many office employees. Compensation is negotiated by the Massage Therapist, and while a specific salary cannot be recommended, these Guidelines do recommend that the following factors be considered:

- Years of experience of the Massage Therapist
- Hours of work to be provided per week
- Number of patients to be seen weekly or daily
- Other non-massage duties to be performed
- Whether supervision of others is required within the practice (other MTs, other professionals, or other staff)
- Whether other benefits are provided (see point (d) below for details)

When negotiating a salary position it is also recommended that a clear employment contract be established and signed and that the contract clearly outline when a salary review will be undertaken, either on a 3, 6 or 12 month basis and whether salary is automatically indexed against the Consumer Price Index for the region.

### *c) Salary (with or without benefits) plus Commission*

The salaried approach as described in the preceding section is sometimes varied when a commission is included. By definition, a commission is a “payment to an agent for selling goods or services.” Massage Therapists provide a service and often sell products to patients.

The MTAA accepts that a Massage Therapist might receive a commission for massage therapy services provided, in addition to a set base pay, as a means for an organization to provide an incentive to see more patients. Essentially, this is a pay-for-performance model and does not breach any regulatory requirements. The MTAA does not recommend that a Massage Therapist enter into an arrangement based solely on a commission.

The second scenario involving commissions is one where the Massage Therapist is paid a commission for the sale of a product to a patient. The MTAA strongly recommends that Massage Therapists avoid this type of commission. This recommendation is based on concerns that a Massage Therapist may be in a position of conflict of interest. In receiving a commission from the sale of a product, it is likely to be perceived that the therapist is recommending that specific product in order to augment personal compensation. This would be deemed to be a conflict of interest. It is professional misconduct to practise when in a conflict of interest.

Commissions based on the provision of services are becoming increasingly common while commissions based on the sale of products tend to be encountered more frequently in some spa and cruise ship environments.

### *d) Benefits*

When negotiating any kind of compensation, the inclusion of “other benefits” should be considered. Massage Therapists tend to view pure financial compensation as the key determinant; however, there are personal income tax implications. The higher the salary, the more in personal income tax an individual will pay the government. By using other benefits, Massage Therapists can increase compensation without increasing their personal income tax.

There are two types of benefits: taxable and non-taxable benefits. Taxable benefits mean that you must pay income tax on the value of the benefit. For example, if dry cleaning is included as a benefit (assuming an individual is in the 35% tax bracket and that they use \$1,000 annually), tax would be paid on \$350.00 of the benefit. That means that a savings of \$650 was achieved by having the employer pay. Taxable benefits include such things as:

- Mileage
- Parking
- Dry cleaning/Laundry (external to the clinic/spa)

Non-taxable benefits are items that are considered typical costs for employers in their relationship with employees and do not affect the taxes paid by the employee. Non-taxable benefits may include such things as:

- Services from the clinic/spa itself (where the spa does not pay an extra fee for them)
- Payment of liability insurance fees
- Payment of MTAA membership dues
- Continuing education costs
- Disability and other individual personal insurances
- Employment Insurance
- WCB benefits
- Pension benefits

While the idea of seeking benefits may seem complex, in practice it is not, since it is the responsibility of the employer to provide employees with an accurate T4 annually. That form will include summaries of all money paid and taxable benefits provided.

A very simple approach; however, is to seek basic benefits such as:

- Payment of liability insurance fees
- Payment of College Registration dues
- Payment of MTAA membership dues
- Continuing education costs.

#### *e) Fee for Service Based on Appointment/Session Duration*

The fee for service model is the most common form of compensation for a Massage Therapist as an independent practitioner. Under this model, Massage Therapists establish a Usual **and Customary Fee Schedule** in which they establish the fees that patients will be expected to pay for a specific appointment or session of a set duration.

Most commonly, therapists use the following pre-established appointment or session lengths:

- 15 minutes
- 30 minutes
- 60 minutes
- 90 minutes

## **VI. RECOMMENDED FEES FOR APPOINTMENTS AND ANCILLARY SERVICES**

It bears repeating that when establishing a fee for an appointment or session of a set duration, the services provided during that appointment or session are as outlined in Section V above. In other words, billable time should not be confused with treatment time, that is, the amount of time required to provide a specific treatment (modality or series of modalities).

#### *a) Appointment/Session Fees*

For Massage Therapists who are operating on a billable time model, the following is the recommended hourly fee schedule:

Appointment/Session Duration	Fee (GST excluded)	Fee (GST included)
15 minutes	\$31.00	\$35.00
30 minutes	\$51.00	\$58.00
45 minutes	\$62.00	\$70.00
60 minutes	\$82.00	\$93.00
90 minutes	\$112.00	\$127.00

Variations on these rates may be instituted. Please refer to the Discounts, Package Deals and Gift Certificates sections below.

#### *b) Ancillary Goods and Services*

Under this model, there may be additional fees charged for ancillary goods and services. Ancillary services are services that are provided in or in support of the practice of massage

therapy but that are either not included within the Units of Services described above or that can be provided as a service independently.

The following is the recommended fee schedule for services related to or required during the provision of services, but which are provided outside of an appointment or session. For example, when asked to conduct an assessment of a patient as a second opinion for the patient or another Massage Therapist, an Initial Assessment fee would be charged as listed below.

Initial Assessment .....	\$80.00/hour
Preparing a Report (progress or medical legal reports) .....	\$80.00/hour
Discharge Note .....	\$80.00/hour
Completion of Forms (where fees are not stipulated by Government Regulation) .....	\$80.00/hour
Verbal Consultation.....	\$80.00/hour
Review of Records (copying, transfer, or for court testimony) .....	\$80.00/hour
Review and Court Preparation Time .....	\$80.00/hour
Expert Testimony .....	\$80.00/hour
Half-day rate (court appearance, corporate outcalls, labour support) .....	\$300.00
Full-day rate (court appearance, corporate outcalls, labour support) .....	\$700.00
Photocopying of Records .....	at cost
Transfer of Records (by mail or courier) .....	at cost
Expenses .....	at cost
Supplies .....	at retail
Kilometres travelled .....	\$0.47 per kilometre

## **VII. USUAL AND CUSTOMARY FEES**

Massage Therapists are required to post in their offices/clinics their usual and customary fee schedule. In its simplest form, the fee schedule will duplicate the format outlined in Section VI above.

It is also recommended that a simple one-page document that provides not only the details on the posted fee schedule, but also the list of ancillary services and related fees in Section VII above, be made available to all patients.

Massage Therapists are also required to ensure that patients are aware of the fee that they will be required to pay and, if it varies from the usual and customary fee, why it will vary. Agreement of the patient to the fees to be charged is required.

## **VIII. TIPPING (GRATUITY)**

Whether to accept a tip or gratuity is a growing question among Massage Therapists. The MTAA has not taken a position for or against Massage Therapists accepting tip or gratuity.

It is recommended that Massage Therapists use their own discretion when deciding whether to accept a tip or gratuity from a patient. Your decision may depend on the environment in which you are providing service, the type of practice in which you are operating (a spa as opposed to a medical clinic), the type of image you wish to portray to your patients, the expectation and intention of the patient and whether they may become offended by a decision to decline a tip.

Regardless of your decision, it is not recommended that a tip or gratuity be sought or required, but that you be prepared for situations where one may be offered, and establish how to diplomatically address the subject with your patients.

## IX. SETTING CLINIC/PRACTICE HOURS AND PREMIUMS

It is recommended that Massage Therapists set their regular clinic or office hours as would any regulated health profession. These are the hours during which you would customarily see patients and provide services. Your clinic or practice hours might not be the typical office hours of another business, but rather, the periods of time during which you would normally prefer to see patients.

Setting your clinic or practice hours is almost as important as setting your usual and customary fees, as it establishes the baseline for your practice. When a patient asks that you operate outside of the baseline or customary hours for your practice, you are then in a position to charge a premium for the provision of services during non-practice hours.

For example, if you customarily do not work on a Sunday but are asked and agree to do so for a patient, it is recommended that you note for them that a premium applies to services offered outside of your customary practice hours.

A premium of between 30% and 50% is recommended depending on the specific hours being requested.

At all times, Massage Therapists are required to have a Schedule of Fees displayed in their clinic and must ensure that a patient is aware of and has agreed to these fees before the provision of services. This includes any ancillary fees and premiums.

## X. RECEIPTS

The MTAA has a clear policy on receipts. ***Massage Therapists are required to be aware of this policy and to adhere to it at all times***, even in the event that the MTAA might change the policy.

The following summary of the MTAA's policy is provided in order to assist Massage Therapists; however, in the event that these Guidelines are incorrect or the MTAA changes its policy, the MTAA's policy takes precedence. **The best practices have been developed by member companies of the Canadian Life and Health Insurance Association (CLHIA) and provide a reference for providers. Following these best practices is an important tool in helping to reduce claims fraud and the reprocessing of submitted receipts due to incomplete information provided.**

### *a) Basic Requirements of All Receipts*

The same information requirements are in place for both handwritten receipts and computer generated receipts.

1. Handwritten receipts are acceptable provided that the information is complete as outlined below and the writing on the receipt is clearly legible.
2. Duplicate receipts issued to patients should be clearly identified as DUPLICATE RECEIPT – ORIGINAL ISSUED ON (DATE).

3. There should be no blank fields on a receipt. If a field is not applicable the inclusion of N/A or a zero dollar amount should be indicated.
4. Where appropriate, written numbers should be used rather than dollar amounts (example: one dollar as opposed to \$1.00).
5. Receipts are to be provided ONLY to the individual who received the service, not the individual who provided payment.

*b) Mandatory Information Required*

When providing a service or product that is **within the scope of practice of Massage Therapy**, the receipt must also include:

- **Receipt Date:** This is specific to the date on which the service is performed – for multiple receipts or service dates indicated on a single invoice, the Dates of Service must be clearly indicated, and only the dates where services have been completed should be indicated. Future dates are not considered as acceptable.
- **Format of Date:** This is to be outlined in the format of **year/month/day** for consistency with Canadian Payments Association Cheque Standards
- **Provider Name:** This is specific to the name of the person who performed the service. When the service is provided by a clinic with multiple practitioners, the name of the person who provided the service must be shown.
- **Provider Address:** This is specific to the business address of the person who provided the service.
- **Provider Phone Number:** The business phone number of the person who provided the service.
- **Provider professional identification, designation or credentials:** The membership number assigned by the professional association is to be included. Preference is that the Professional Association name is indicated on the receipts. If not indicated, additional information may be requested if there are concerns about the use of protected designations.
- **Patient Name:** The first and last name of the person who received the service. Do not use initials for first names.
- **Type of Service:** Specific description of the service provided.
- **Quantity Provided or Length of Service:** If services are billed on an hourly or time basis, the length of the service must be indicated. When length of service is in question and the duration impacts the amount paid towards an allowable maximum for the claimant, additional information may be requested.
- **Date of Service:** Applicable only if the service was rendered on a date other than the receipt date. If the receipt represents payment for several different service dates, all dates should be shown.
- **Charge Amount:** The actual cost of the service after any applicable discount applied. Always show a dollar sign (\$) immediately before any charge amount. Prepayment for future services must be disclosed. Do not indicate payment is made until it is actually received.
- **Receipt or Invoice Number:** All receipts must have a unique and identifiable receipt number assigned by the provider of the service.
- **Method of Payment:** Indicate the method of payment and that payment has been made in full.
- **GST Number:** Indicate the GST number if the therapist is GST-registered
- **Signature:** An original signature of the person who provided the service.

### *c) Services/Products outside the Scope of Practice*

When providing a service or product that is outside the Scope of Practice of Massage Therapy, the receipt **MUST NOT** include:

- The provider's membership number
- The provider's professional membership identification

All receipts for services/products outside the Scope of Practice should indicate:

- **Receipt Date:** This is specific to the date on which the service or product is performed – for multiple receipts or service dates indicated on a single invoice, the Dates of Service must be clearly indicated, and only the dates where services have been completed should be indicated. Future dates are not considered as acceptable.
- **Format of Date:** This is to be outlined in the format of year/month/day for consistency with Canadian Payments Association Cheque Standards
- **Provider Name:** This is specific to the name of the person who performed the service/provided the product. When the service or product is provided by a clinic with multiple practitioners, the name of the person who provided the service or product must be shown.
- **Provider Address:** This is specific to the business address of the person who provided the service or product.
- **Provider Phone Number:** The business phone number of the person who provided the service or product.
- **Patient Name:** The first and last name of the person who received the service or product. Do not use initials for first names.
- **Type of Service:** Specific description of the service or product provided.
- **Quantity Provided or Length of Service:** If services are billed on an hourly or time basis, the length of the service or product must be indicated. When length of service is in question and the duration impacts the amount paid towards an allowable maximum for the claimant, additional information may be requested.
- **Date of Service:** Applicable only if the service or product was rendered on a date other than the receipt date. If the receipt represents payment for several different service or product dates, all dates should be shown.
- **Charge Amount:** The actual cost of the service or product after any applicable discount applied. Always show a dollar sign (\$) immediately before any charge amount. Prepayment for future services must be disclosed. Do not indicate payment is made until it is actually received.
- **Receipt or Invoice Number:** All receipts must have a unique and identifiable receipt number assigned by the provider of the service.
- **Method of Payment:** Indicate the method of payment and that payment has been made in full.
- **GST Number:** Indicate the GST number of the individual who provided the service or product.
- **Signature:** An original signature of the person who provided the service or product.

If you are providing services or products that are outside of the Scope of Practice, the receipt should be provided separately from a Massage Therapy appointment receipt.

Realistically, this may not always happen. As a result, the MTAA recommends that the receipt for Massage Therapy services be equal only to that portion of the treatment and that a separate receipt be issued (that complies with this section) for the services outside of the Scope of Practice.

#### *d) Services/Products Complementary to the Scope of Practice*

Modalities that are complementary to the Scope of Practice of Massage Therapy require special attention by Massage Therapists. A complementary modality may be provided either as a treatment on its own or as part of a broader Massage Therapy treatment plan.

Given that the service being provided is complementary to the Scope of Practice for Massage Therapy and is less than 30% of the total time of the broader Massage Therapy treatment plan – the receipt should be issued outlining all of the requirements previously discussed, with the inclusion of the percentage of treatment time for Massage Therapy treatment and a description of the complementary treatment included in the appointment or session.

If the complementary modality is not part of a broader treatment plan, then when issuing a receipt, a Massage Therapist must follow the requirements detailed in (c) above; however the name of the specific modality must be included as the description of the service provided.

#### *e) Third Party Payers*

When products or services are being provided to one individual but being paid for by another, the receipt must be issued in the name of the individual who **RECEIVED** the service.

#### *f) Receipts for Gift Certificate Payments*

When a gift certificate is purchased, the description of the service is “Gift Certificate” and the dollar amount paid is listed on the receipt. When the gift certificate is redeemed, a receipt for the dollar amount of the gift certificate **is not issued**. If the recipient of the massage wishes to receive a receipt, the dollar amount listed must be “gift certificate redeemed” with no dollar amount given.

#### *g) Other Considerations*

When issuing receipts, also be sure to include a notation that:

- it is a receipt for a cancelled or missed appointment when this is the case;
- it is a duplicate receipt when replacing a lost receipt, which notes the original date of services.

## **XI. SALES TAX (GST)**

*Some Massage Therapists are required to levy the Goods and Services Tax (GST) and some are not. Those that must charge GST are referred to as a “Massage Therapist GST-registrant” in this section.*

The Goods and Services Tax (GST) is a value added tax that is levied by the Government of Canada. The tax is collected and remitted by a Massage Therapist GST-registrant to the Government of Canada. Essentially, a Massage Therapist who is a GST-registrant is collecting a tax for the Government; however, the Massage Therapist is not being taxed.

While many Massage Therapists may not believe it is appropriate that GST be applied to massage therapy services, the Government has ruled that these services are subject to the Goods and Services Tax and therefore the tax must be charged to the patient, collected and remitted by Massage Therapists who are GST-registered. The current rate of GST is 5% of the value of the goods or services.

This section of this Guideline will provide some basic information about the GST, it is highly recommended that a Massage Therapist whose total gross billings in a 12-month period and who is about to become registered seek the advice of an accountant prior to becoming GST-registered. Members should also consider taking education courses offered by the MTAA on the topic of accounting and taxes.

#### *a) Who Must Register for GST*

You must become GST-registered when your gross billings (earnings) in a 12-month period meet or surpass \$30,000. This is very easy to determine. Each month when you calculate your billings for the month, the amount of the 11 previous months is added to it to determine your gross billings (earnings) in the 12-month period. While this is customarily referred to your “annual earnings,” GST-registration does not wait until the end of the fiscal or calendar year, but is determined by any continuous 12-month period. This only applies if you are self-employed.

Once GST-registered, you must charge GST on all products and services provided, even if your billing amount for a 12-month period drops below \$30,000. The only exception is if you contact the Canada Revenue Agency and become de-registered from GST. You will be required to prove that you are no longer billing \$30,000 or more in the 12-month period and that you are not likely to do so in the foreseeable future.

Once GST-registered, you must remit the GST amount and return until such time as you de-register. If you close your practice and you are GST-registered, remember to contact the Canada Revenue Agency and get de-registered from the GST.

#### *b) Which Form to Use when becoming GST-Registered?*

The traditional detail method allows a GST-registrant to track the amount of GST they charge to their patients as well as track the amount of GST they pay for the goods and services purchased in the operation of their business (input tax credits). When remitting the tax, the amount of tax remitted to the government is the amount of tax collected from patients minus the input tax credits. This method is typically used by businesses that purchase a substantive number of goods and services to make the detailed method, which is typically more complicated, more economical.

#### *c) Impact on Your Fees*

If you are GST-registered, you may elect to post your fees as GST included or as GST added; however, your receipts must indicate whether GST is included or whether it is being added (in which case it is identified as a separate line item). Your GST number **MUST** appear on your invoices and receipts. It is a Revenue Canada Agency requirement that even if you elect to charge your fees as GST-included, when a fee exceeds \$30, the GST must be itemized on the invoice.

#### *d) Multiple Practice Environments*

Many Massage Therapists work in several different practice contexts at any given time. For example, a Massage Therapist may work part-time in a clinic and part-time out of his or her home. Whether you charge GST in each situation will depend on your billing arrangement in that situation.

If you are GST-registered but also on salary as an employee in an organization, you do not charge GST on that salary nor do you remit a payment for the portion of your earnings paid as an employee.

When working in a clinic, if you invoice the patient directly and your total earnings are over \$30,000, you must charge, collect and remit GST even if the clinic is not registered. If the clinic is GST-registered but you are not registered, and you bill the patient directly, you do not charge GST.

Most often, clinics are registered for GST and they collect fees from your patients. They will charge GST. If you are registered for GST, you will charge the clinic GST for the services you provide them, unless you are a salaried employee.

#### *e) When to Expect GST to Be Removed from Massage Therapy*

The Government of Canada has been clear that Massage Therapists who invoice for \$30,000 or more will have to levy, collect and remit GST until either massage therapy is included in the provincial health plans of three provinces or it is a regulated profession in five provinces. At the point at which either occurs, the MTAA will make application to the Minister of Finance for Canada for exemption from the tax.

## **XII. OFFERING DISCOUNTS, PACKAGES OR INCENTIVES**

The question continually arises as to whether a discount can or should be offered by Massage Therapists. While the intent of this Guideline is to assist Massage Therapists in the process of setting their own fees, it is not intended as a means to set each individual therapist's fees. When considering whether to offer discounts, Massage Therapists must consider why they would want to do so and on what basis a fee would be discounted.

When offering a pre-paid package of services for purchase, a therapist may choose to provide a receipt, however it must clearly indicate:

- The purchase of a "package" of services only.
- Detailed description of the quantity and duration of each service being purchased.
- The receipt is for proof of payment only and is not to be considered for reimbursement purposes as no services have been rendered.

For receipt purposes where discounts, packages or incentives have been implemented, therapists are to follow all guidelines as outlined in Section X: Receipts with the exception that:

**Charge Amount.** The pro-rated, **actual cost** of the service is indicated. Always show a dollar sign (\$) immediately before any charge amount. Prepayment for future services must be disclosed and outlined as such.

Regardless, therapists are able to adjust fees for individuals based on their own ability to pay.

The MTAA requirements and Standards of Practice regarding fees indicate that members must:

- have a posted fee schedule;
- fully explain the fees to patients and ensure that they are understood;
- provide an explanation in the event that the posted fee schedule is not applied;
- have the consent of the patient to the fees;

- note the fees and the reason for any variation from the posted fee schedule in the patient's record.

Provided these conditions are met, Massage Therapists can set a fee schedule that varies based on established criteria provided:

- The fee is based on logical and clearly identifiable criteria.
- The fee is posted in the clinic.
- The patient is briefed on the fee and why one fee is being charged rather than another.
- The patient is permitted to ask questions about the fees generally as well as about the specific fees being charged.

As noted above, Massage Therapists must post their usual and customary fees and provide information to their patients.

The MTAA does not recommend that a Massage Therapist establish a fee schedule that varies depending on an identified group (i.e., seniors, students etc.). The services being provided by the profession are health services and, as such, overutilization should not be promoted by individuals. Additionally, instituting such policies in a clinic may result in a "negotiation" of fees between therapists and patients that may discredit the profession.

### **XIII. GIFT CERTIFICATES**

The MTAA does not prohibit nor encourage the use of gift certificates. They provide questions for Massage Therapists to consider to in order to help resolve the professional and ethical issues inherent in the practice of offering gift certificates. The questions the MTAA asks Massage Therapists to consider include:

- Do you have internal policies and guidelines which govern the purchase and redemption of the gift certificate?
- Have you provided the purchaser of the gift certificate with details of these policies or guidelines?
- Does your gift certificate look professional?
- What happens in terms of redemption of a gift certificate if you change your practice location?
- Is the gift certificate offered by your employer or owner of the practice location? How does this affect you?
- Is your expiry date reasonable?
- How will you promote the sale of gift certificates without unduly influencing your patient for your own financial gain (as a Massage Therapist you are in a position of trust and should not use your position to influence your patients)?
- How will you sell a gift certificate so as not to breach patient confidentiality?

#### *a) Important Financial Considerations When Offering Gift Certificates*

Although many Massage Therapists treat gift certificates as cash, under generally accepted Canadian accounting principles they should be handled differently. First and foremost, when selling gift certificates, a register/log of all gift certificates must be maintained by the therapist. This register will track the gift certificate number, value, issue date, date of expiration, as well as the date and patient name at the point of redemption. Caution must be used when issuing a receipt for a purchase of a Gift Certificate. Receipts for the purchase of a gift certificate must

clearly indicate that the service provided was a **purchase** of a gift certificate. As such, the receipt cannot be used for redemption with health benefit plans.

***When a gift certificate is redeemed, the receipt issued to the patient must NOT include a dollar amount, but rather indicate payment by “gift certificate” with a zero dollar value.***

According to generally accepted Canadian accounting principles, when a receipt is purchased, the value of the receipt should be placed on the “balance sheet” of the therapist’s business as a liability and the equivalent amount placed in the “bank account.” This is because the money has been received for the certificate but the services not provided.

At the time the services are rendered, the amount of the gift certificate is removed from the liabilities on the balance sheet and placed in the earnings for that fiscal year.

When a gift certificate expires, the value of the certificate should be received as “unearned revenue” as opposed to massage therapy or other services provided. This separates the value of the gift certificates, allowing them to be easily reversed if necessary (which may happen if the holder of the gift certificate seeks services after the date of expiration and the therapist decides to honour the certificate).

It is recommended that a gift certificate be “retired” or removed from the balance sheet at the end of the fiscal year following the date of issue. For example, a Massage Therapist who has a fiscal year end of December 31 and who issues a certificate on June 1, 2007, would retire that gift certificate (remove it from the liabilities on the balance sheet) at the end of December 2008. When a gift certificate is retired, this should be noted on the Massage Therapist’s Gift Certificate Registry.

#### *b) Legislative Prohibitions and Recommended Alternative Approaches*

The Alberta Government has passed legislation restricting the use of expiration dates on gift cards. In a news release from the Government, they indicated that:

“Cards and certificates that are for a specific good or service from a retailer (e.g. buying a massage) are exempt from the new regulations. But, if a consumer buys a gift card or certificate for a specific cash amount from that retailer those gift cards/certificates are covered by the new regulations.”

As a result, if your gift certificate entitles the bearer for a Massage Therapy Treatment from you, with no fee stated, it would seem that an expiration date would be acceptable; however, if the gift certificate carries a cash value, for example \$65.00, to be used towards a Massage Therapy, treatment then a date of expiration is not permitted.

Rather than adding a date of expiration, therapists should consider putting alternate wording on the gift certificates that carry a cash value redeemable towards Massage Therapy Treatment. An example of alternate wording might be using a “Recommended to be Used By” date. The principle behind expiration dates is to encourage that they be used rather than saved and the date typically induces the holder to use them. After the date has passed, most people will dispose of the certificate. The alternate wording encourages their use without contravening the Alberta Government’s legislation.

Given that the date is not an expiration date, the holder could seek to redeem it after the Massage Therapist has retired it or removed it from the liabilities on the balance sheet. If this occurs in the same fiscal year as the retirement, the transaction can be reversed. If it occurs in a

subsequent fiscal year (using our example, in January 2009), the value of the certificate can be placed in your profit and loss as a miscellaneous expense with a notation as to why it occurred. This has the effect of counterbalancing the unearned revenue declared in a previous fiscal year.

### *c) Gift Certificates and Charitable Donations*

Many Massage Therapists will provide gift certificates to charities in return for charitable donation tax receipts that are used for income tax purposes. Others will also provide massage therapy treatments to charities who pay for the services through a Charitable Tax Receipt rather than cash.

While both of these are permitted by Canada Revenue Agency, Massage Therapists often do not meet the requirements of the legislation. When services are donated and a tax receipt is given rather than payment, in order to claim the donation on their income tax form, the services must also have been declared as revenue.

For example, a Massage Therapist agrees to provide Charity XYZ massage therapy services for their half-day event and rather than receiving payment in of \$336.00 for the half day, the Massage Therapist receives a Charitable Tax Receipt in this same amount. In order to use the tax receipt, the \$336.00 (GST excluded) must be accounted for in the calculation of annual revenue. This means that:

Earnings before charitable giving:	\$40,000
Charitable giving	<u>\$ 5,000</u>
Total earnings	\$45,000

This will allow the Massage Therapist to use the Charitable tax receipts as a deduction from their income tax.

Many Massage Therapists do not include the income generated from charitable giving when calculating their gross income and yet still use the Charitable Tax receipts. This would be disallowed upon an audit by Canada Revenue Agency and would result in potentially added tax to be paid and a penalty.

## **XIV. CANCELLED AND MISSED APPOINTMENTS**

Massage Therapists need to have a clear policy on cancelled and missed appointments and this policy should be included on the posted fee schedule and any information disseminated to patients about fees and clearly articulated to patients.

The MTAA recommends the following as a guideline for your policy on cancellations and missed appointments.

### *a) Missed Appointments*

The MTAA recommends that Massage Therapists not charge a patient for a first missed appointment; however, the patient should be informed that in future full payment of the value of the visit will be required for appointments that are missed.

When charging patients for missed appointments, Massage Therapists are reminded that the MTAA requires that a receipt clearly indicate that the charge is for a missed appointment.

### *b) Cancelled Appointments*

The MTAA recommends that the policy established by Massage Therapists clearly articulate that cancellation is required a minimum of one business day in advance of the scheduled appointment. Appointments that are cancelled with less than one business day's notice should be treated as a missed appointment and handled accordingly.

## **XV. THIRD PARTY PAYMENT PROGRAMS**

There are a variety of insurance payment programs that Massage Therapists may encounter in their practice. Each program has very specific terms and conditions that apply and, therefore, cannot reasonably be covered within this Guideline. Instead, this Guideline will provide a brief overview of each and identify additional resources where you may find more information.

### *a) Adding a Fee for Direct Billing*

Before addressing specific programs, there is a question of whether a Massage Therapist should or can add a fee for directly billing an insurer. While it is recognized that payment from a third party payment program may often take longer to collect, the MTAA is **not recommending** that a fee be added when charging an insurance-based program directly.

Therapists are also reminded that, in the event that a fee is added for direct billing, it is a requirement that the patient be informed of the fee prior to the provision of treatment.

In the event that a fee is added for direct billing, this must be itemized and disclosed as such on receipts to the patient.

### *b) Auto Insurance System*

Over the past several years, there has been considerable change within the system for treating individuals who have been involved in an automobile accident. The auto insurance system is complex and requires the completion of a series of forms and the application of Pre-Approved Frameworks for specific soft tissue injuries. The MTAA has a document that is available to members, entitled "Guide to MVA Protocols", which speaks specifically to the processes surrounding treating and billing patients involved in motor vehicle collisions and subsequent insurance claims.

### *c) Royal Canadian Mounted Police (RCMP) and Veterans Affairs Canada (VAC)*

Blue Cross Atlantic Canada administers the RCMP and VAC program, including massage therapy. In order to provide services for these patient groups, you must be registered as a provider and have a provider number. To obtain a number, call 1-888-261-4033 or visit [www.bluecross.ca/federalprograms.html](http://www.bluecross.ca/federalprograms.html).

Before providing services to an RCMP or VAC patient, authorization from the local RCMP or VAC Office for the provision of services will be required. Contact telephone numbers will vary by region.

For more information about providing services for this program, please visit the above noted website.

#### *d) Extended Health Care Plans*

An extended health care plan (EHCP) is a group benefit program that is developed between an insurance company and an organization representing a group of individuals, customarily employees, union members or members of an association. Although these programs will have a large number of commonalities, each program can be tailored by the group organization to meet the needs and associated funding available for the program.

There are two important trends of which Massage Therapists should be aware. The first is a physician referral requirement by which an individual covered by the EHCP cannot obtain coverage for services from a Massage Therapist without a referral from a physician. The second trend is a per-visit cap whereby the plan will only cover fees of a Massage Therapist to a maximum amount per visit. Although the MTAA has and will continue to object strenuously to these two restrictions, EHCPs are an agreement between two independent organizations and are not restricted by the Financial Services Commission of Alberta.

In addition to these restrictions, most EHCPs also apply a cap on the amount of rehabilitation services (services of a Chiropractor, Massage Therapist and Physiotherapist) that they will cover per benefit year. Massage Therapists are cautioned to be aware of the specific conditions applied by a patient's EHCP. More importantly, Massage Therapists are encouraged to emphasize the necessity of the patient becoming aware of their EHCP details, requirements and restrictions.

As noted above, some Massage Therapists will invoice third party insurers directly. It is recommended that Massage Therapists ensure that each patient is aware of the fee for the services and that any difference between insurance coverage and fees applied will be the patient's responsibility to cover.

## **XVI. FEES AND THE COURTS**

### *a) Being Called to Testify*

Massage Therapists may be called upon by the courts to provide their expertise or particular knowledge of a patient's health. A Massage Therapist may be called as a witness for either party to the dispute. Regardless of whether it is your patient or another party who seeks your testimony, the MTAA recommends that you be issued a "summons to witness" or subpoena. This ensures that any information you deliver during the course of the proceeding is not subject to the disclosure provisions of the Personal Health Information Protection Act, 2004. When a subpoena has not been issued, disclosure of personal health information must be consistent with the requirements of the Personal Health Information Protection Act and consent to disclose the requested information is likely required.

The subpoena will require you to attend a hearing at a certain place and time, and remain there until you testify. If you do not attend, you may be held in contempt of court and you face a potential fine or imprisonment, or both. Given that court testimony generally takes extended periods of time, there is an impact on your practice when being called to testify. The MTAA recommends that when a subpoena is received, a Massage Therapist contact the lawyer who has required that it be issued to make specific arrangements to lessen the impact on your practice.

Unless specific arrangements are made with the lawyer that required the issuance of a subpoena, fees cannot be charged for the time required to attend the court hearing and provide testimony.

#### *b) Medical Legal Reports*

This section will not address the experience necessary for an individual to prepare a medical legal report nor will it address the process for doing so. What is relevant is that Massage Therapists who prepare such reports must ensure that they have complete access to all of the information about the patient and access to the full patient record.

Typically, the preparation of the medical legal report is not the result of a subpoena, and therefore, fees can and should be charged. The process may require a substantial amount of time both to review and to prepare the report. As a result, the MTAA recommends that the fee charged be based on the length of time devoted to the review of the information, the clinical record and writing the report. The MTAA recommends that the fee outlined in Section VII be used.

Obtaining the agreement of the requesting party to the hourly fee being charged is highly recommended. If possible, an estimate of the cost based on the complexity of the case can be provided; however, Massage Therapists should state clearly that this is an estimate only and the actual amount of time required is what will be billable. It is advisable to ensure that this agreement is between yourself and legal counsel and that the agreement clearly indicates when payment is required. While in some instances legal counsel will request that your fee be paid from “proceeds of the action” this is not recommended, as (a) it may be years before payment is received and (b) if there are no proceeds, that is if the case is lost, the Massage Therapist might not get paid.

## **XVII. FEES FOR THE PRODUCTION OF RECORDS**

Under the MTAA Standards of Practice, a Massage Therapist is required to maintain the clinical record generated for all patients for a minimum of 10 years, after the last appointment date.

A patient may ask that a copy of all or part of his or her clinical record be provided. Failure to do so is considered to be professional misconduct; however, it is not professional misconduct to require the payment of a reasonable fee for the production of the record.

The MTAA recommends that the application of the fee be reasonable and in keeping with the intent of the Personal Health Information Protection Act, that is, the personal information contained in the record belongs to the patient.

Section VII includes a recommended fee of “at cost” for the production of the record. That means that the specific costs of photocopying the record should be charged to the patient. In addition, the time required to review and copy the record, either by the Massage Therapist or an individual employed by the Massage Therapist, is also a billable charge.

It is always recommended that fees be agreed to in advance in order to ensure payment of fees.

## **XVIII. CHARGING INTEREST AND COMPOUND INTEREST**

While most Massage Therapists require payment immediately following the provision of services, in some situations invoicing will be submitted with payment to follow. In so doing, it is recommended that Massage Therapists include specific provisions on invoicing that allow for interest to be charged in the event that payment is not received.

There are specific legislative frameworks for the charging of interest. For example, unless the invoice states otherwise, the maximum amount of interest permitted by the courts will be 5% per year. If the invoice indicates a higher annual amount, the maximum interest per year is 60%. This leaves a wide area of discretion for providers.

Because interest relates back to the usual and customary fees charged by a Massage Therapist, it is necessary that all patients be aware of payment due dates and, in the event that payment is not received or is late, that interest will be charged and at the specific rate per month and per year.

The MTAA recommends that all invoicing include the following indications:

- That payment is due upon receipt of the invoice (as opposed to within 30 days or longer)
- That interest will be charged, based on the date of the invoice, in the amount of 2% per month, and 24% per year

Massage Therapists are reminded that it is not considered as acceptable to offer a fee reduction for prompt payment of invoices nor is a receipt to be issued until full payment has been received.

### *a) Interest vs. Compound Interest*

When indicating interest charges on an invoice, be careful to clearly stipulate whether you are charging interest monthly or whether interest is compounded monthly. In doing so, you are indicating whether you are charging interest on the unpaid interest. The table below illustrates the difference between the two types of interest and uses an outstanding balance of \$100 and interest of 2%.

<b>Dates</b>	<b>Fee + Interest</b>	<b>Fee + Compound Interest</b>
February 1 Services	\$100.00 + \$0.00 = \$100.00	\$100.00 + \$0.00 = \$100.00
March 1	\$100.00 + \$2.00 = \$102.00	\$100.00 + \$2.00 = \$102.00
April 1	\$102.00 + \$2.00 = \$104.00	\$102.00 + \$2.04 = \$104.04
May 1	\$104.00 + \$2.00 = \$106.00	\$104.04 + \$2.08 = \$106.12

In the centre column, because the Massage Therapist is only charging interest on the original fees for services, the interest charge remains the same as long as the balance remains unpaid. The outstanding balance simply grows by the interest rate.

In the right-hand column, because the Massage Therapist is charging compound interest, the interest charges escalate based on the new outstanding balance each month. This is how a credit card company or bank will charge you interest and is a best practice for business.

Of course, with small amounts of \$100.00, the difference is marginal. However, if the amount due is higher; the numbers increase more dramatically and become punitive, which is the intent of interest, to provide an incentive to pay an outstanding debt owed to you.

## **XIX. COLLECTING UNPAID FEES AND BAD DEBTS**

There are a number of reasons why a fee charged for a service might not be paid by a patient. Massage Therapists should make every reasonable attempt to recover those fees including:

- Follow-up invoices marked “past due” sent in an envelope marked “personal and confidential” to the last known address
- Attempts to contact the individual by telephone (be sure not to leave messages that breach the privacy rights of the individual)

All such attempts to follow up should be noted in the patient’s file for future reference.

**Massage Therapists cannot engage the services of an external collection agency.** Under no circumstances should an unpaid invoice for massage therapy (or complementary modalities) be sold or outsourced to a collection agency.

The only recourse available to Massage Therapists for unpaid fees for services is to use the Small Claims Court system. When considering this option, Massage Therapists should be aware that:

- the limit of claims in Small Claims Court is \$10,000 (excluding interest and costs);
- a “Plaintiff’s Claim (Form 10A) must be filed to commence an action;
- you do not need to be, although you are not prohibited from being, represented by a lawyer;
- copies of supporting documentation (invoices, follow-up invoices, notes of conversations etc.) must be filed with the claim;
- you must bring two copies of the claim documentation, one for the court and one for yourself;
- your claim should be filed with the closest Small Claims Court office;
- you must hire your own process server or bailiff to serve the claim on the patient;
- the patient has 20 days to reply to the Statement of Claim;
- if a Statement of Defence is filed by the patient, you will be notified of the trial date by the Court office;
- an additional fee of \$100.00 will be required for the trial.

For more information about the Small Claims Court system, please visit [www.attorneygeneral.jus.gov.ab.ca](http://www.attorneygeneral.jus.gov.ab.ca).

### *a) Bad Debt*

So what happens when you choose not to pursue an unpaid invoice to a patient? Under generally accepted accounting principles, the amount then becomes unrecoverable income, more commonly referred to as “bad debt.” Bad debt is an expense of your practice and is deducted from your total earnings **before** tax.

For example, if your total earnings were \$60,000 in a year and your practice expenses were \$30,000, your net earnings would be \$30,000 and it is on this amount that your personal income tax would be calculated. If \$1,000 of your earnings are not recovered, even if it occurs in the next fiscal (and taxation year), your expenses increase from \$30,000 to \$31,000, meaning your net revenue is now only \$29,000, which is the amount on which your personal income tax is calculated.

No one enjoys the idea of a patient not paying for the services that have been rendered; however, it is an unfortunate part of every health professional's practice. As a result, it often becomes necessary to track situations where payment has not been received and "write off" that amount of revenue.

## **XX. DISCLAIMER**

The information contained in this Schedule of Services and Fees has been prepared by the Massage Therapist Association of Alberta for the sole purpose of guiding Massage Therapists in both setting fees and interacting with patients, other health practitioners and organizations. It is a guideline only and does not establish mandatory fees to be applied by the profession.

This guideline is copyrighted to the Massage Therapist Association of Alberta and any reproduction or re-transmission, in whole or in part, without the express written permission of the Massage Therapist Association of Alberta is strictly prohibited.

## **ACKNOWLEDGEMENT**

The Schedule of Services and Fee Guidelines have been adapted to be specific to the MTAA and form a live, dynamic document that will evolve as changes in practice evolve. Special acknowledgement is extended to the Registered Massage Therapist Association of Ontario (RMTAO) for their framework.