

7.5 Contracting

Contracting takes two forms in clinical supervision: firstly, the contract between the clinical supervisor and the organisation employing him or her; secondly, the contract between supervisor and supervisee. Before engaging in clinical supervision, it is imperative that a supervisor be clear on the expectations of organisational administrators, in regard to evaluation and feedback on the supervisory process.

It is necessary and appropriate that supervisors provide regular reviews of their work with supervisees (e.g., frequency and duration of sessions, methods of supervision, etc.) and evaluations of their supervisees (e.g., developmental progress, areas for further learning, etc.), but within bounds of confidentiality which need to be clearly explained. This is especially important when a supervisor is operating externally, outside the supervisee's particular program or team, or completely outside the employing organisation. Supervisors should familiarise themselves thoroughly with the expectations of the supervisee's program, team, or organisation, in order to ensure that they are aiding the supervisee in meeting those standards. Additionally, supervisors must be knowledgeable about the professional codes of ethics to which the supervisee is held accountable, in addition to, or where it differs from, the supervisor's own.

Whether it is written or not, stated or not, agreed to or not, there is always a contract. Most supervisors and organisations prefer that contracts are written, agreed upon, and signed. They should involve a two-way process, with supervisees actively participating in the development of the particular contract. A standard layout may be used for all supervisees, including key areas that need to be negotiated. However, the detail is likely to vary depending on particular needs and in order to reflect the individual relationships and agreement. If the modality is group supervision, the contract should be negotiated with all of the group members, but may also include such things as separate learning goals for each participant.

*Accountability between line managers and clinical supervisors has been implemented in the last six weeks. A report template was developed for supervisors to write basic information, which will then be submitted to managers (e.g., how many supervisees they are currently seeing; time spent with each; trends; agency professional development needs).
(Manager, AOD Service)*

References for this section: The Bouverie Centre (Moloney, Vivekananda & Weir 2007, 2010).

7.5.1 Benefits of Contracting

Having an open and explicit discussion in the beginning about expectations, and difficult, or typically unspoken, topics can have many advantages, including:

- Supports the development of a trusting and safe relationship.

- Promotes joint responsibility.
- Helps to develop a collaborative relationship in which the supervisee is given authority and is encouraged to participate actively.
- Prepares for the management of disruption.
- Creates a reference point for subsequent reviews of the process.

References for this section: The Bouverie Centre (Moloney, Vivekananda & Weir 2007, 2010).

7.5.2 Key Areas of Contracting

Hawkins and Shohet (2006) suggest six key areas that should be covered in contracting: practicalities and meeting arrangements, boundaries, the working alliance, session format, organisational and professional context, and note-taking. Examples within these areas include, but are not limited to, the following:

- Objectives of supervision, including personal learning objectives and expectations of supervision
- Practicalities, e.g., frequency and duration of sessions, suitable days and times and protocol to follow if a cancellation is necessary
- What form supervision will take, e.g., who will be involved, what methods, models and theories will be used
- Boundaries
- Responsibilities of each party
- How assessment and evaluation will occur and how feedback will be managed
- Accountability both to the organisation and to the supervisee and how that will be managed
- Note taking and record keeping
- Issues of confidentiality
- Grievance processes for both supervisor and supervisee(s)
- Whether supervision is a compulsory part of the employment contract

References for this section: The Bouverie Centre (Moloney, Vivekananda & Weir 2007, 2010); Hawkins & Shohet (2006).

7.5.3 Negotiating the Contract

While the final product (i.e. the contract) is important, it is the discussion and processes that have to occur to produce the contract that are most important. Supervisors can help supervisees prepare for the discussion by giving them a list of questions to consider. Supervisors might also invite their supervisees to ask questions of them.

The supervisee and supervisor should then discuss their different views, expectations and experiences of clinical supervision before developing the contract. The contract should be reviewed and updated periodically throughout the supervisory relationship.

*We just developed a little set of slides basically around what supervision is, the benefits and challenges, confidentiality, the ground rules and then we formed another group where we could talk through that and develop our own set of norms and responsibilities ... We certainly had the slides to go by, we had an agenda, but I think it is really important to get some buy in, and the group came up with some really useful suggestions as well.
(Manager, CMMH Service)*

7.5.3.1 Questions and Topics for Negotiation

Table 8 Questions and Topics for Negotiation

Area to be Negotiated	Questions and Topics for Negotiation
Practicalities and past experiences	<ul style="list-style-type: none"> • Times, dates, location of sessions • Supervisor’s and supervisee’s educational and professional backgrounds and relevant work experience • Previous difficult and positive experiences of supervision and lessons that have been learned • What are the lines of accountability: who is accountable to whom and for what?
Aims	<ul style="list-style-type: none"> • What the supervisee wants to gain from supervision and the preferred methods of achieving that (i.e. goals and processes) • Areas of competence and learning needs of the supervisee
Session content	<ul style="list-style-type: none"> • Views about models and theories to be used (inc. supervisor’s and supervisee’s own theoretical orientations) • How each party will prepare for supervision • What types of issues should be brought to supervision? Are there any no-go areas for either party?
Session process	<ul style="list-style-type: none"> • Preferred teaching (supervisor) and learning (supervisee) styles and techniques • What the functions and tasks of supervision will be and how these will be prioritised in each session

Area to be Negotiated	Questions and Topics for Negotiation
	<ul style="list-style-type: none"> • What methods and techniques will be used (e.g., self-report, videotaped session, direct observation; talk only, or mix of talk and expressive art techniques, use of objects.) • How feedback and evaluation should be managed
Relationship	<ul style="list-style-type: none"> • How the supervisee’s learning style fits with supervisor’s style • Boundaries, e.g., limits of confidentiality and inclusion of personal material in supervision sessions (should only come into sessions if it is relevant to the work, or if it is affecting the supervisory relationship) • Culture and context (e.g., cultural differences that are significant for either party; contextual factors that influence the work) • Areas which are difficult for either party to discuss and how such discussions can be facilitated, or supported • How to identify if/ when one person is becoming defensive and how best to handle this • How to recognise ruptures in the supervisory relationship and how they should be managed • What to do if either the supervisor or supervisee has major concerns in relation to the work being described
Ethics	<ul style="list-style-type: none"> • Ethical and legal codes of conduct to be followed (e.g., professional bodies; local, state and federal policies; sector protocol and organisational standards) • Limits of confidentiality • Process when ethical or legal breach occurs

In negotiating the contract, supervisors should model the attitudes and behaviours that they wish to encourage and support within the supervisory relationship.

Keep in mind adult learning principles (refer to Resource “Adult learning principles”)

Demonstrate respect for the individual. Consider what makes this supervisee unique. What are their particular experiences, strengths and resources? How can one demonstrate respect for these?

Pay attention to and acknowledge ruptures in the supervisory relationship. Research suggests that doing this can strengthen the relationship (Gray et al., cited in Bernard & Goodyear 2009).

Provide support and encouragement. Uncritical warmth and unending supportiveness serves little purpose, but there are times when people seek blessing and others can offer benediction. Stone provides an example of this: “In the midst of the horror and tragedy and

brokenness, you did all that anyone ever could do. You did right” (Stone 1998, p. 261, cited in Moloney et al. 2007).

Keep it collaborative. The supervisee should be active in the supervision process. Consider that knowledge and practices can be collaboratively generated. Encourage supervisees to prepare for supervision and to raise issues which they feel are important. Passive participation in the supervisory process by either party is unproductive and disappointing, and is unlikely to lead to positive outcomes for supervisors or supervisees.

References for this section: The Bouverie Centre (Moloney, Vivekananda & Weir 2007).

7.5.3.2 *Managing Reluctance or Resistance to Clinical Supervision*

Contracting is an ideal time to open up a conversation about reluctance or resistance, on the part of the supervisee to engage in clinical supervision. There are many reasons why this might occur and it is much better to directly address the problem rather than ignore it, as such a choice can have damaging consequences, including setting a precedent for avoiding difficult conversations, or acknowledging tension in relationships. This would be getting off to a poor start at creating a safe and trusting working alliance.

Examples of factors that may contribute to a supervisee’s resistance or reluctance to clinical supervision:

- Fear of being deemed an inadequate practitioner
- Fear of having work practices challenged and losing work autonomy and independence
- Additional workload associated with preparing and participating in the process
- Ageism, sexism, racism, or classism
- Tension between those who believe lived experience (of substance abuse or mental illness) is necessary for the work and those who do not
- Greater field experience or academic qualifications than one’s supervisor

The Center for Substance Abuse Counselling offers the following advice in confronting resistance (CSAT 2009, pt. 1, pg. 7):

In addressing resistance, you must be clear regarding what your supervision program entails and must consistently communicate your goals and expectations to staff. To resolve defensiveness and engage your supervisees, you must also honor the resistance and acknowledge their concerns. Abandon trying to push the supervisee too far, too fast. Resistance is an expression of ambivalence about change and not a personality defect of the counsellor. Instead of arguing with or exhorting staff, sympathize with their concerns, saying, ‘I understand this is difficult. How are we going to resolve these issues?’

When counsellors respond defensively, or reject directions from you, try to understand the origins of their defensiveness and to address their resistance. Self-disclosure by the supervisor about experiences as a supervisee, when

appropriately used, may be helpful in dealing with defensive, anxious, fearful, or resistant staff. Work to establish a healthy, positive supervisory alliance with staff. Because many substance abuse counsellors have not been exposed to clinical supervision, you may need to train and orient the staff to the concept and why it is important for your agency.

In situations where it seems that the reluctance or resistance cannot be overcome (e.g., the supervisee remains defensive and unwilling to engage appropriately), it may be necessary to seek a third party to help with negotiating a way forward. If the supervisee does not have a problem with clinical supervision, but only the supervisor he or she has been assigned, this may be an even more difficult dynamic to manage. Again, it is necessary to explore and try to understand the source of the conflict for the supervisee, as it may be based on resentment for not having been consulted rather than anything about the supervisor personally or professionally.

References for this section: Center for Substance Abuse Treatment 2009; Mental Health Coordinating Council (Bateman, Henderson & Hill, 2012)