

Supervision Contract for Independent Supervision

This Supervision agreement is made on the date indicated below by and between **supervisor name** (supervisor) and **supervisee name** (supervisee) for supervision of the delivery of applied behavior analysis services, including the following activities:

1. Conducting assessment activities related to the need for behavioral interventions;
2. Designing, implementing, and monitoring behavior analysis programs for clients;
3. Overseeing the implementation of behavior analysis programs by others;
4. Training, designing behavioral systems, and performance management; AND
5. Other activities normally performed by a behavior analyst that are directly related to behavior analysis, such as attending planning meetings regarding the behavior analysis program, researching the literature related to the program, talking to individuals about the program; plus any additional activities related to oversight of behavioral programming such as behavior analyst supervision issues, or evaluation of behavior analysts' performance. The supervisor will determine if activities qualify.
6. **Additional activities**

Direct implementation of behavioral programs may not count for more than 50% of accrued experience hours.

RESPONSIBILITIES AND AGREEMENTS

1. Supervisor and supervisee agree to work together to facilitate in-depth discussion/understanding of issues affecting practice – both personally and professionally – and developing a high level of behavior-analytic expertise.
2. Supervisor agrees to provide specific feedback to supervisee on performance in Supervisee-client interaction; this may be conducted via web-camera, videotape, videoconferencing, or similar means in lieu of the supervisor being physically present.
3. Both parties agree to protect the time and space for supervision, by keeping to agreed appointments and the time allotted. Privacy will be respected and interruptions avoided. Any party requiring a variance in schedule will notify the other party at the earliest possible time of variance to determine an appropriate time to reschedule.
4. Supervision may be conducted in a small group for no more than half of the total supervised hours, per BACB standards. The rest of the hours of supervision must be conducted as direct one-to-one supervision.
5. Supervisee and supervisor will meet at least once every **2 weeks for 5%** of the total hours spent in Supervised Independent Fieldwork.
6. A Supervision Documentation Form will be completed at each supervisory interaction.
7. Supervisee agrees to accumulate the required minimum of **10 hours and maximum of 30 hours per week to meet the total 1500 hours** needed to complete the BCBA Supervised Independent Fieldwork requirement approximately within **one year**. Supervisor agrees to provide supervisee with the work opportunities necessary to meet this requirement.
8. In addition to supervision meetings, supervisee is required to attend additional professional meetings relevant to the case, such as **school meetings, case conferences, and parent meetings,**

which may not count towards BACB eligible supervised experience.

9. Supervisor is to be compensated at an hourly rate of \$ [redacted] to be paid immediately upon conclusion of each supervision session or by a mutual agreement arranged at the onset of the supervisory relationship. Payment for supervision rendered is a necessary but insufficient condition for the submission of a signed Experience Verification Form to the BACB. Adequate progress *and* payment must be completed before such documentation is signed.
10. Supervisor agrees to accept no remuneration from supervisee above the negotiated hourly consultant rate or salary.
11. Supervisee agrees to begin Supervised Independent Fieldwork only after **supervisee has started attending courses required to meet the BACB coursework requirements**.
12. Supervisee and supervisor both agree to maintain a copy of each signed supervision document including all feedback forms identified in Clause 13, below, and this signed contract for supervision.
13. During the supervision period, there will be progress reviews conducted after every 100 hours of supervision have been acquired. At these reviews, the supervisor will provide feedback to the supervisee and document whether adequate progress is being made. After two progress reviews during which inadequate progress has been made, the supervisor must determine whether supervision should continue, and provide in writing the required steps to allow for continued supervision. If the determination is made that supervision should stop, the supervisor must provide in writing to the supervisee what areas were lacking adequate progress and determine if any of the hours during that period should be counted toward supervision. As such, there is no guarantee that the supervisor will sign off on hours accrued during the 100-hour period during which supervisee performance was inadequate.
14. The Experience Verification Form will be signed by the supervisor when either of the following occur:
 - a. All experience hours are completed satisfactorily.
 - b. The supervisor-supervisee relationship is terminated under positive conditions (e.g., [redacted]).
15. The following circumstances would justify a supervisor refusing to sign off on a supervisee's accrued hours on the Experience Verification Form (i.e., even though those hours were tracked through individual Supervision Documentation Forms).
 - a. Supervisee receives [redacted] unsatisfactory performance evaluations.
 - b. Egregious violation of the BACB's *Guidelines for Responsible Conduct for Behavior Analysts* (see language below) and/or behavior that jeopardizes the well-being of clients or other team members.
 - c. Supervisee fails to: [redacted]

It is strongly recommended that the supervisor and supervisee meet with relevant personnel (e.g., directors, supervisor, employer) in the supervisee's practice settings to (a) ensure that all provisions in this contract can be faithfully executed in the setting, (b) familiarize the supervisor with setting-specific rules, regulations, and practices, (c) identify if and how the supervisor's recommendations will be incorporated into the setting, and (d) identify potentially challenging dual relationship (e.g., supervision) issues and develop a plan to address them. It might be advantageous to incorporate some of this content into the supervision contract and include a section for setting personnel to formally agree to contract content via signature.

RESPONSIBLE CONDUCT

1. Both supervisor and supervisee herein referred to as “both parties” agree to adhere to high standards of professional behavior. This includes behavioral discussions grounded in scientific and professionally derived knowledge.
2. The supervisor will provide supervision to the supervisee only within the boundaries of his/her competence.
3. Both parties agree to maintain confidentiality in accordance with the guidelines for responsible conduct and all pertinent legal regulations.
4. Both parties have read, understood, and will adhere to the BACB’s *Guidelines for Responsible Conduct for Behavior Analysts*. **Particular attention will be given to sections 1 through 6 as it relates to conduct, responsibility to clients, and assessing behavior.**

CONFIDENTIALITY

Confidential Information. On and after the date of this agreement, supervisor and supervisee shall keep confidential all information relating to current or potential clients including, but not limited to, any medical or clinical information, in whatever form. Supervisor and supervisee shall be jointly responsible for ensuring that clients have consented to the observation of service delivery and sharing of confidential client information.

Supervisor Records. All records related to the activities described in this contract are and shall remain the property of **supervisor name**. Supervisee shall not, except in the ordinary and usual course of his/her duties and obligations under this agreement, remove from supervisor’s premises, copy, or retain any of **supervisor name**’s records. Upon termination of the agreement, supervisee agrees to return promptly to **supervisor name**, any of **supervisor name**’s records, copies of records and all other property that are in supervisee’s possession or under supervisee’s control or custody.

TERM AND TERMINATION

Term. This agreement shall be effective on [REDACTED] and shall remain in effect until either party terminates this agreement by [REDACTED] day’s advance written notice to the other of the intention to terminate. In the event of termination Clause 14 shall survive and remain valid.

MISCELLANEOUS PROVISIONS

Entire agreement. This agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

This section is reserved for selected miscellaneous provisions regarding topics important to contract interpretation and enforcement. Research into enforceable contracts in your state should help you select contract provisions to address the following provisions:

Modifications – Identify who may make changes to the agreement and whether they need to be in writing or via electronic format, if permitted by your state law. Identify the addresses where changes should be sent.

Waiver - Do the parties have the right to waive a clause in the agreement? How should other clauses be treated?

Severability – If one clause is stricken by implication of law, may the remaining clauses of the contract be still considered valid? May a stricken clause be reconstrued so as to be enforceable?

Governing law and venue – Which law will govern the interpretation of the agreement? Do you desire arbitration or mediation prior to litigation? Are court costs and legal fees desired remedies?

Notice under this agreement by one Party to another Party shall be in writing and considered effectively given if personally delivered or deposited via postal service, postage prepaid, certified or registered, return requested, and addressed to the recipient as follows:

Add Address

The responsibilities described in this document will be carried out in accordance with the BACB's *Guidelines for Responsible Conduct for Behavior Analysts and Professional Disciplinary and Ethical Standards*.

All parties agree to the stipulations herein:

Supervisee Name (printed):

Supervisee signature:

Date:

Supervisor Name & Credentials (printed):

Supervisor signature:

Date: