**November 6, 2013**

**Supervision Contract for “Within Agency” Supervision**

This supervision agreement is made on the date indicated below by and between supervisor, agency, and 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

**RESPONSIBILITIES AND AGREEMENTS**

1. Make reference to applicable company policy that specifies terms for continued employment and any other restrictions
2. Supervisor and supervisee agree to work together to facilitate in-depth discussion and understanding of issues affecting practice – both personally and professionally – and developing a high level of behavior-analytic expertise.
3. 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.
4. 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.
5. 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.
6. Supervisee and supervisor will meet at least once every 2 weeks for 5% of the total hours spent in Supervised Independent Fieldwork.
7. A Supervision Documentation Form will be completed at each supervisory interaction.
8. 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 Supervised Independent Fieldwork requirement approximately within one year. Agency name agrees to provide supervisee with the work opportunities necessary to meet this requirement.
9. Supervisor agrees to accept no remuneration from supervisee or agency name, above their negotiated hourly consultant rate or salary.
10. If supervisee is an hourly (vs. salaried) team member, supervision hours are unpaid.
11. 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.
12. Supervisee agrees to begin Supervised Independent Fieldwork only after supervisee has started attending courses required to meet the BACB coursework requirements.
13. Supervisee and supervisor both agree to maintain a copy of each signed supervision document including all feedback forms identified in Clause 14, below, and this signed contract for supervision.
14. 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.
15. The Experience Verification Form will be signed by the supervisor when either of the following occur:
    1. All experience hours are completed satisfactorily.
    2. The supervisor-supervisee relationship is terminated under positive conditions (e.g.,\_\_\_\_\_\_\_\_).
16. 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).
    1. Supervisee receives \_\_\_ unsatisfactory performance evaluations.
    2. 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.
    3. Supervisee fails to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

**RELEASE AND INDEMNIFICATION**

Supervisee agrees to release, defend, indemnify, and hold harmless agency name, its officers, agents, and employees, from and against any and all claims, damages and expenses, including costs and attorneys’ fees, arising from or alleged to arise from (a) any asserted deficiencies or defects in the behavior analysis services rendered by or to be rendered by the supervisee in accordance with this agreement; (b) any breach of any term set forth in this agreement; AND (c) any act or omission of supervisee in connection with supervisee’s business operations and the behavior analysis services provided by supervisee.

**CONFIDENTIALITY**

Confidential Information. On and after the date of this agreement, Representatives of agency name 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 serviced in the course of this agreement and any of agency name’s accounting, marketing, financial, strategic, or any other business information in whatever form. The Parties agree this is intended to supplement, but not displace, agency name’s applicable corporate legal rights.

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

Supervisor and supervisee shall be jointly responsible for ensuring that clients have consented to the observation of services delivery and sharing of confidential client information.

**TERM AND TERMINATION**

Term. This agreement shall be effective on \_\_\_\_\_ and shall remain in effect until either party terminates this agreement by \_\_\_ day’s advance written notice to the other of the intention to terminate. In the event of termination Clause 15 under Responsibilities and Agreements shall survive and remain valid.

**REMEDIES**

Injunctive Relief. The supervisee acknowledges that a breach of any of the covenant or obligations contained in this agreement may result in material and irreparable injury to agency name, or its affiliates or subsidiaries for which there is no adequate remedy at law and that injury and damages to agency name, its affiliates or its subsidiaries resulting from a breach will be immeasurable. Without limiting any other rights or remedies, both legal and equitable, available to supervisor in the event of an actual or threatened breach, supervisor shall be entitled to seek and obtain a temporary restraining order and/or a preliminary or permanent injunction against supervisee that shall prevent supervisee from engaging in any activities prohibited by this agreement, or to seek and obtain such other relief against supervisee as may be required to specifically enforce any of the covenants or obligations contained in this agreement.

Supervisee hereby agrees and consents that injunctive relief may be sought ex parte in any court of record in the jurisdiction in which the violation occurs, or any other court of competent jurisdiction, at the election of supervisor.

Costs and Attorneys’ Fees. In addition to any other relief to which it may be entitled, agency name shall be entitled to recover from supervisee the costs and reasonable attorneys’ fees it may incur in any action it brings to enforce this agreement in which it prevails.

**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: \_\_\_\_\_\_\_\_\_\_