

Sample Supervision Contract for BCBA/BCaBA Trainees

The following sample contract describes a relationship between a supervisor and a trainee who is acquiring experience in applied behavior analysis toward an eligibility requirement for either BCBA or BCaBA certification. The sample contract is provided for general reference and informational purposes only and should not be construed as legal advice. The BACB does not warrant or guarantee the legal enforceability of any provision contained in the sample contract. Contracts should be drafted by individuals familiar with local and state laws and requirements.

The terms identified in the sample contract below are in no way intended to be comprehensive. We have identified key clauses as they relate to BACB requirements; however, each party may wish to consult with legal counsel to discuss the following contract elements: storage of and rights to client documentation; release and indemnification; mediation and arbitration; consequences for failure to pay/reimburse supervisor; legal remedies; injunctive relief; cost and attorney's fees; contract modifications; severability; waivers; governing law; contacts for receipt of notice; and if the experience is offered through a university, a statement about whether the supervision contract is supplemented with a syllabus (as opposed to replacing a syllabus). In addition, each party should address with legal counsel the comments embedded in the sample contract to ensure that the contract is individualized for each unique situation.

If the supervisor is not affiliated with the trainee's experience setting, as might be the case with an independently contracted supervisor or a university faculty member, it is strongly recommended that the supervisor and trainee meet with relevant personnel (e.g., program director, on-site clinical supervisor) at the trainee's experience setting to (a) ensure that all provisions in this contract can be faithfully executed in the setting, (b) familiarize the off-site supervisor with setting-specific rules, regulations, and practices, and (c) identify if and how the off-site supervisor's recommendations will be incorporated into the setting. Finally, trainees who are receiving their supervision from an employer should meet to discuss potentially challenging dual relationship (i.e., employer and experience supervisor) issues.

Sample Contract

This Supervision agreement is made on _____ (date) between _____ (supervisor name & certification #) and _____ (trainee name) for supervision of activities under the experience standards.

Experience Activities and Training Objectives:

During the experience, the trainee will engage in the following types of activities: ____

By the end of the experience, the trainee will: ____

Trainee Agrees to:

1. Provide proof of the completed [Pre-Experience Checklist](#) to the supervisor prior to the onset of experience.
2. Begin experience only after starting qualifying coursework.
3. Compensate the supervisor at an hourly rate of \$ ____ . Payment will be made immediately upon conclusion of each supervision session or by a mutual agreement arranged at the outset of the supervisory relationship.
4. Attend additional professional meetings relevant to the experience, such as ____, which might not count towards the BACB's experience requirements.

Supervisor Agrees to:

1. Meet the BACB's supervision eligibility requirements (see BACB experience standards) and provide proof of eligibility to the trainee prior to the onset of experience.
2. Not accept remuneration from the trainee above the negotiated hourly rate or salary identified above.
3. Provide supervision in accordance with the [Professional and Ethical Compliance Code for Behavior Analysts](#), including, but not limited to providing supervision to the trainee only within the boundaries of his/her competence.
4. Provide ongoing documented performance feedback to the trainee in accordance with sections 5.05 and 5.06 of the [Professional and Ethical Compliance Code for Behavior Analysts](#) including, but not limited to, providing feedback on the trainee's progress toward stated training objectives (e.g., including specific areas where the trainee is making adequate or inadequate progress) and client interactions.
5. Sign the Monthly and Final Experience Verification Forms if the experience hours are completed satisfactorily.
6. Withhold signature on the Monthly and Final Experience Verification Form in the following situations: ____
7. Terminate the supervision relationship in the following situations:
 - a. Experience hours are completed satisfactorily.
 - b. Progress is not made after ____ instances of corrective feedback.
 - c. Egregious violations of the BACB's [Professional and Ethical Compliance Code for Behavior Analysts](#).

Trainee and Supervisor Agree to:

1. Meet and stay up-to-date on the BACB experience standards (e.g., requirements for documentation, acceptable activities) for the duration of the experience.
2. Abide by the [*Professional and Ethical Compliance Code for Behavior Analysts*](#) (e.g., confidentiality, consent for services, professionalism) and relevant laws.
3. Work together to facilitate in-depth discussion/understanding of issues affecting practice - both personally and professionally.
4. Keep all information relating to current or potential clients including, but not limited to, any medical or clinical information, confidential in whatever form.
5. Ensure that clients have consented to the observation of service delivery and sharing of confidential client information.
6. Work together to facilitate in-depth discussion and understanding of issues affecting practice to improve the trainee's behavior-analytic expertise.
7. Protect the time and space for supervision by keeping to agreed upon appointments and the time allotted. Privacy will be respected and interruptions avoided. Any party requiring a variance in schedule will notify the other party as early as possible if rescheduling of supervision is needed.
8. Retain this contract, documentation of experience and supervision, and the Monthly and Final Experience Verification Forms for seven years.

Termination:

This agreement shall be effective on ___ and shall remain in effect until either party terminates this agreement by providing ___ day's advance written notice to the other of the intention to terminate. In the event of termination, clause ___, shall survive and remain valid.

Miscellaneous Provisions

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

All parties agree to the stipulations herein:

Trainee Name: _____
 Trainee Signature: _____ Date: _____
 Supervisor Name: _____ Certification #: _____
 Supervisor Signature: _____ Date: _____