**Sample Supervision Contract for**

**BCBA/BCaBA Trainees**

The following sample supervision contract serves as an example of the contractual obligations involved in a relationship between a supervisor and a trainee (i.e., an individual accruing supervised fieldwork in applied behavior analysis toward the eligibility requirements for either BCBA or BCaBA certification). The sample supervision 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 in the sample supervision contract. Contracts should be individualized and drafted by those familiar with local and state laws and requirements.

The provisions in this sample supervision contract are **not** 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,
* whether any additional releases are required if the fieldwork is offered through a

university,

* a statement about whether the supervision contract is supplemented with a syllabus (as opposed to replacing a syllabus) if the supervised fieldwork is offered through a university, and
* expectations for the trainee and supervisor if the trainee is an RBT or BCaBA and the supervisor is providing their ongoing supervision.

In addition, each party should address the comments embedded in the sample supervision contract with legal counsel to ensure that the contract is individualized for each unique situation.

If the supervisor is not affiliated with the trainee’s supervised fieldwork setting, as may 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 supervised fieldwork setting to (a) ensure that all provisions in the contract can be faithfully executed in the setting; (b) familiarize the off-site supervisor with setting-specific rules, regulations, and practices; (c) ensure that any required documentation is reviewed and completed (e.g., releases or exchanges of information, confidentiality agreements, consents); and (d) identify if and how the off-site supervisor’s recommendations will be incorporated into the setting. Finally, trainees who are receiving supervision from an employer should meet to discuss potentially challenging dual relationship (i.e., employer and supervised fieldwork supervisor) issues that may arise.

**Sample Supervision Contract**

This supervision agreement is made on \_\_\_\_\_\_\_ (date) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (supervisor name and certification number) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (trainee name) for supervision of activities under the BACB’s supervised fieldwork requirements.

**Supervised Fieldwork Activities and Training Objectives:**

During the supervised fieldwork, the trainee will engage in the following types of activities: \_\_\_

By the conclusion of the agreed contract, the trainee will have achieved the following objectives: \_\_\_

**Trainee agrees to do the following:**

* Provide a completed [Fieldwork Checklist and Tip Sheet](https://www.bacb.com/wp-content/fieldwork_checklist_tips) to the supervisor before the outset of the supervised fieldwork.
* Begin supervised fieldwork only after starting qualifying coursework.
* Compensate the supervisor at an hourly rate of $\_\_\_. Payment will be made immediately at the conclusion of each supervision session or by a mutual agreement arranged at the outset of the supervisory relationship.
* Attend additional professional meetings relevant to the supervised fieldwork, such as \_\_\_, which may not count toward the BACB’s supervised fieldwork requirements.

**Supervisor(s) agree to do the following:**

* Meet and maintain the BACB’s supervision qualification requirements as stated in the current \_\_\_ (BCBA, BCaBA) Handbook and provide proof of eligibility to the trainee before the outset of the supervised fieldwork.
* Not accept remuneration from the trainee above the negotiated hourly rate or salary identified above.
* Provide oversight and training in accordance with the BACB’s supervision requirements (e.g., nature of supervision, responsibilities of the supervisor) and current ethics code (e.g., providing supervision to the trainee only within the boundaries of their competence, evaluating the effects of their supervision).
* Provide ongoing documented performance feedback to the trainee in accordance with the current ethics code, including, but not limited to, providing feedback on the trainee’s progress toward stated training objectives (e.g., providing specific areas in which the trainee is making adequate or inadequate progress) and client interactions.
* Sign the Monthly and Final Fieldwork Verification Forms if the supervised fieldwork hours are satisfactorily completed.
* Withhold signature on the Monthly and Final Fieldwork Verification Forms **only** in the following situations: \_\_\_

**Trainee and Supervisor(s) agree to do the following:**

* Meet all of the BACB’s supervised fieldwork requirements (e.g., requirements for documentation, acceptable activities, structure of supervision) for the duration of the supervised fieldwork.
* Stay up to date on changes made to the BACB’s supervised fieldwork requirements.
* Comply with all applicable laws, licensure requirements, codes of conduct/ethics, reporting requirements (e.g., mandated reporting, reporting to funding sources or licensure board, self-reporting to the BACB, reporting instances of misrepresentation by others), and professional practice requirements related to their various roles.
* Keep all information related to current or potential clients, including, but not limited to, medical or clinical information, confidential.
* Ensure that clients consent to the observation of service delivery and the sharing of confidential client information.
* Work together to facilitate in-depth discussions about and an understanding of professional and personal issues affecting practice to improve the trainee’s behavior-analytic expertise and ensure that progress is being made toward the identified training objectives.
* Work collaboratively to evaluate the effects of the supervision (e.g., review and respond to trainee progress and feedback) and address any identified issues.
* Protect the time and space for supervision by keeping to agreed-upon appointments and times 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.
* Terminate the supervisory relationship **only** in the following situations:
	+ Supervised fieldwork hours are completed satisfactorily.
	+ Progress is not made after \_\_\_ instances of corrective feedback.
	+ Egregious violations of the ethics code occur*.*
* Retain a copy of all supervision documentation for at least seven years from the date of the final supervision meeting.

**Termination:**

This agreement shall become effective on \_\_\_ (date) 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:**

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**Entire Agreement:** This contract contains the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this contract should be reflected in a Contract Addendum section attached to the end of this document and signed and dated by all parties or should result in a termination of this contract and the initiation of a new, revised contract.

All parties agree to the stipulations herein:

Trainee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trainee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Certification #: \_\_\_\_\_\_\_\_\_\_\_\_

Supervisor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_