

## CONTRACT FOR SUPERVISION

Welcome to the supervision process! You are among the elite that have chosen to go beyond their graduate or post-graduate level training and aspire to the higher standards of licensed counselors.

A few things you should know:

As an LPC supervisor is ultimately liable for the actions of their supervisees, I reserve the right to interview you prior to agreeing to a supervision contract. Please keep in mind that although you will need a total of 150 hours of supervision, they do not all have to be gained through one supervisor. It is highly recommended that you contract with several different supervisors so as to gain knowledge from more than one individual. Should you be interested in working with me for some of your supervision experience and are already working with another supervisor-of-record (the person who originally filed your plan for you) I will want a recommendation from your current supervisor (verbal or written). *Note: It may be difficult to obtain other supervisors due to the fact that the Licensure Board limits supervisors to only be able to have plans on a total of 8 supervisees at any one time.*

**Client Contact Hours:** These are hours spent in direct client contact. Depending on your graduate program, you will need to document 1,500-2,000 hours of direct client contact (post-master's) over your entire 2 year period of your supervision. Basically, you can count up to 500 hours of your internship and/or practicum from the 2,000 hour direct client contact expectation. Your supervisor-of-record must be satisfied that this number of hours has occurred, as they must sign off on these hours at the end of your supervision experience. You may need to keep a log of such contacts. For supervisees for whom I am the supervisor-of-record, I make the assumption that if you are working in agency work 40 hrs. per week that at least 30 hrs. per week are direct client contact hours. If you are working in another setting that has sporadic client contact, I would require that you keep a contact log, and I will provide you with the necessary form to keep these records.

**My qualifications:** I am an LPC, an LPC supervisor, an NCC (National Certified Counselor) and an MAC (Master Addictions Counselor). I graduated from the Citadel with an M.Ed. through the Clinical Counseling program, and some of my specialty areas include working with adult populations who have serious mental illness (psychotic disorders, mood disorders and anxiety disorders).

The Board now requires that we have a Contract for Supervision which each supervisee, which covers the enumerated items 1-14 below.

- 1) **Type of Supervision:** The supervisor and the supervisee agree that supervision will be:  
\_\_\_\_\_ Group supervision (*Note: group supervision is defined as up to 4 persons*)  
\_\_\_\_\_ Individual supervision (*Note: individual supervision is defined as being with one or two supervisees at a time*)  
\_\_\_\_\_ Both group and individual supervision
  
- 2) **How often Supervision will occur:** Supervision will occur on the following basis:  
\_\_\_\_\_ Group supervision will occur as often as five hours per month, with sessions to last from 9am-2pm or as otherwise scheduled, but at no time will group occur for less than one and a half hours per session

\_\_\_\_\_ Individual supervision will occur on a variable schedule as the supervisor and supervisee can determine, but for no less than one hour per session  
Other: \_\_\_\_\_

- 3) **Fee Structure:** Fees for supervision are as follows: Individual rates are \$60 per hour, or \$30 per person if two persons share the session; Group rates are \$10-\$15 per hour and must be previously scheduled.

**Special Note:** If 24 hrs. notice is not received of cancellation for individual or group sessions, the supervisee is responsible to pay for the missed time. Should a supervisee require 15 minutes or more of my time by telephone, the supervisee will be responsible to pay the individual rate for supervision as pro-rated.

By signing this contract, you confirm that you understand my fee structure and cancellation policy.

- 4) **Supervisor Availability:** I am available to you at all times (see contact numbers below) and encourage you to contact me in cases of therapeutic emergencies. My office address is 201 East Bay St., Suite 201-D, Charleston, SC 29401.

**Contact Information:**

Cell phone: (843) 834-7859  
Office phone/fax: (843) 723-8002  
Home phone: (843) 851-2785  
Email address [bmelton@homesc.com](mailto:bmelton@homesc.com)  
Website [www.barbarameltonlpc.com](http://www.barbarameltonlpc.com)

By signing this contract, you confirm that you are familiar with how to contact me.

- 5) **Process for addressing high risk situations:** When addressing suicidal or homicidal ideation or other high risk situations, please remember that we are subject to what is called a 'duty to warn' whereby we take appropriate action in cases where we assess there is a threat of harm to self or others. If a third party is clearly identified to be at risk of harm, we are required to try to warn that person (and document your efforts to do so) as well as notify the authorities. If a person is assessed to be at risk for suicide, steps should be taken to assure they are hospitalized as appropriate. We are also mandated reporters in cases of child abuse or elder abuse (or any incapacitated person); these cases are reported to DSS. Any questionable situations can be staffed through me at the contact numbers provided. By signing this contract, you confirm that you are clear about how to handle high risk situations.
- 6) **Confidentiality Issues:** According to the 1996 legislation, all communications between clients and their licensed professional counselor are considered privileged. Additionally, an LPC must maintain privileged communications and patient confidentiality. All records of treatments maintained by LPCs are confidential and must not be disclosed except under

certain circumstances (listed below). It is also clear that we may not release the identity of any person in alcohol or drug abuse treatment except as provided in the Public Health Service Act, Title 42, Code of Federal Regulation.

***Confidentiality Exceptions:***

- a) We are mandated reporters for suspected abuse, neglect or exploitation of a child or vulnerable adult;
- 2) We have a duty to warn if there is clear and immediate danger to a person or persons;
- 3) If you are a defendant in an action arising from treatment, you may reveal confidences disclosed only in the course of that action;
- 4) If the client is a party in a criminal or civil proceeding, including a commitment hearing, information may be shared with the court;
- 5) If a client introduces his mental condition as an element of a claim or defense, information may be shared with the court;
- 6) If the client gives you a Release, you can disclose confidential information (***special note:*** if you treat a couple or family, a waiver from each person legally competent to execute a waiver must occur, or no confidences may be disclosed).

***Handling Subpoenas and Requests for Records:*** It is important that you know that a subpoena is usually ***not*** a court order, even though it looks quite official. In very tiny language on the bottom of subpoenas, it reminds us that they are not entitled to confidential or privileged information. So do not just hand over your records! You cannot just ignore a subpoena, however. Look carefully at what the exceptions to confidentiality are (see above) and consult with your supervisor. If you are brought into court to give information even after you have asked to be excused from complying with their request, ask that the judge specifically order you to reveal the information so there is no doubt that you have done everything you can to maintain the client confidences. If you are involved in agency work, they usually have legal counsel to advise you as well.

By signing this contract, you confirm that you have read the limits to confidentiality and are familiar with the process of responding to subpoenas, requests for records, and that you are clear on how to protect your client's confidentiality.

- 7) ***Record Keeping:*** According to our new Code of Ethics, professional counselors shall maintain records of the counseling relationship. These records shall contain accurate factual data, and the physical record is the property of the professional counselor or their employers. Records are expected to be kept for 10 yrs. on adults; for minors we are to keep records 13 yrs. from the date of their last session. All records maintained physically or electronically must be secure (this includes keeping passwords on your computer, keeping your computer monitor from being viewed by others, not leaving files in unsecured places, etc.) By signing this contract you agree to keep appropriate records, maintain them for the proper time frame, and take the proper security precautions for the security of same.
- 8) ***Code of Ethics and applicable federal and state laws:*** The regulations provided by the

Board include a Code of Ethics which you need to read in its entirety. I will be glad to discuss any questions you have about the Code of Ethics. Also, you need to be familiar with the legislation that affects LPCs and any other applicable federal and state laws; by signing this contract you state that you are familiar with the Code of Ethics and legislative issues and will abide by them.

- 9) ***Boundary Issues:*** As per our regulations, we are not allowed to offer professional services for which we are not trained or have supervised experience. We should recognize our limitations and refer out as necessary. It is also explicitly stated that we shall not engage in sexual intimacy with clients and shall not be sexually, physically or romantically intimate with clients, nor engage in sexual, physical or romantic intimacy with clients within two years after terminating the counseling relationship. It is also stated that we shall not enter into any agreement wherein counseling services are exchanged as barter. Due to the vulnerability of the population we serve, we should be especially careful about dual relationship and avoid them whenever possible. You should not counsel friends or relatives or pursue friendships with your clients. You should not attend social functions or represent your relationship with your client as anything but professional. Gifts are discouraged and often cause big problems in a therapy relationship. Self-disclosure should be kept to a minimum (after all the therapy sessions belong to the client and not us) and should be appropriate if made. By signing this contract, you confirm that you understand about relevant boundary issues that may affect the counseling relationship.
- 10) ***Release of Information:*** It is now required by the Board that I have a release from you to allow me to exchange information with other supervisors you may be working with so as to maximize your supervision experience in a collaborative way. By signing this contract you release both myself and any other supervisors you have from liability for sharing information about our supervision sessions and your performance. This will also be a separate document so that a copy of it can be sent to such other supervisors.
- 11) ***Clarification of Duties:*** As per the Board's requirements, I will require a caseload report from you which will need to be updated periodically. I will need to know about every client you are working with, including their diagnosis and treatment (including treatment planning). This may also involve viewing samples of your treatment plans and session notes. I would suggest you copy some for me periodically and block out the identifiable information. In your preparation for our supervision sessions, you will need to bring this information with you as well as be prepared to share information on your specific cases. Also, as of June, 2006, the Board requires that supervision encompass multiple strategies of supervision, "including regularly scheduled live observation of counseling sessions or review of audiotapes and/or videotapes of counseling sessions. This process may also include discussion of the supervisee's self-reports, micro-training, interpersonal process recall, modeling, role-playing, and other supervisory techniques." For live observation or audio or videotaping, you will need a written consent signed by the client for use in the supervision process. You may also be asked to spend time listening or watching educational or process tapes, and/or complete 'homework' assignments to hone your skills.

**Role of the Supervisor:** As of June, 2006, the Board has clearly defined the role of supervisors, as follows:

- 1) To provide nurturance and support, explaining the relationship of theory to practice, suggesting specific actions, assisting you in exploring various models for practice, and challenging discrepancies in your practice;
- 2) To ensure that the counseling clinical contact is completed in appropriate professional settings with adequate administrative and clerical controls (i.e. anyone who works with confidential materials should understand that they have a duty to keep the information confidential as well);
- 3) To ensure your familiarity with important literature in the field;
- 4) To model effective practice
- 5) To be available to the Board for consultation regarding your competence for licensure, as well as complete any written reports/documentation required to this end.

By signing this contract you confirm that you are familiar with the clarification of the duties/roles of the supervisor and supervisee as herein outlined.

- 12) **Development of a Learning Plan:** The Board wants you to be exposed to widely accepted treatment models and methodologies in the supervision process. This will occur over the course of supervision. For instance, if you are working with a client on anger management, I will be sure you are familiar with Rational Emotive Therapy. By signing this contract you confirm your understanding that part of your supervision experience will be learning about new techniques and models of therapy.
- 13) **Evaluations:** Later in the supervision process, I will ask you to fill out a self-evaluation form and I will also review your performance with you. At the end of your supervision experience, I will also ask you to fill out a client satisfaction survey so that I might get feedback from you about your perception of the supervision experience. By signing this contract you confirm your understanding of this evaluation process.
- 14) **Procedure for Amendment of Contract or Plan for Supervision:** Should the terms of our supervision change, a simple addendum will suffice; if the actual Plan as filed with the Board should change, a new plan can easily be filed with the Board outlining the new changes. By signing this contract, you confirm your understanding of the procedure for amending the contract or plan for supervision.

**I HAVE READ AND UNDERSTAND ALL OF THE ITEMS IN THIS CONTRACT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Supervisee