Agreement for Professional Supervision Services AE Wellness, LLC

Introduction

This agreement has been created to address the legal, ethical, practical, and clinical issues of the supervision relationship. It can be added to or modified as the supervision process unfolds over time and across cases, and these addenda will be indicated on the last page. This agreement is intended to articulate and clarify the complex mutual responsibilities of the parties involved, the procedures of the supervision, and the personal development needed to become a capable and responsible professional deserving of ethical, safe, and effective independent professional practice.

Parties

We,              (hereinafter called the “supervisee”), and              (hereinafter called the “supervisor”), agree that the supervisor will provide professional supervision services starting   
on   /  /   and continuing until   /  /  , as outlined below.

Meetings and communication

The supervisee agrees to meet with the supervisor in person as mutually arranged or this way:

Location:                         Days, hours:

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It is the supervisee’s responsibility to initiate meetings as often as necessary to meet the goals of supervision, to meet his or her training needs, to provide high levels of care to the clients involved, and to address other needs that may arise.

Besides our face-to-face meetings, we may use postal mail, telephone, video, email, or other means to communicate and the privacy and security of these must be confirmed before use. Electronic recordings will require the written consent of the clients involved. Because we need to be able to reach each other easily, and because emergencies may arise, the following arrangements for contact are made.

Supervisee:

      Days and hours of availability   Means of routine contact    Means of emergency contact

Supervisor:

      Days and hours of availability   Means of routine contact    Means of emergency contact

When the supervisor is unavailable due to vacation or other events, the supervisor when possible will offer a substitute supervisor and will inform this person of the supervisee’s needs and situation.

Frequency and financial concerns

The supervisee agrees to pay for services provided, up until the time either of us informs the other (in person or by written means) of his or her plans to end the relationship. The supervisee agrees to pay the fee of $   per session for these services, starting on or about   /  /   and continuing at about the rate of about    meetings   
per     .

Confidentiality

The nature and limits of confidentiality between supervisor and supervisee will be clarified at the beginning of supervision, and as supervision proceeds and issues arise.

Records

1. We both agree to keep records of our meetings, which will document the following:

* The dates and times we met face to face or otherwise communicated.
* The cases involved by name or case number.
* The results of clinical efforts and interventions, the progress of each case, the client’s needs, and similar concerns.
* Other relevant issues, such as ethical, legal, procedural, interpersonal, or organizational ones.
* The supervisee’s areas or skills in need of enhancement and progress toward mastery.
* The recommendations and assignments given by the supervisor and assumed by the supervisee.
* Discussion of the supervision process, procedures, and progress.

2. We will maintain these records in the same ways as we maintain clinical case records (as to confidentiality, availability, security, etc.).

3. We are both aware that these records are not legally privileged.

Supervisee’s responsibilities

1. Presentations to clients and informed consent.

* The supervisee agrees not to misrepresent or advertise him- or herself in any way that might imply a competence, credential, or independence he or she does not have.
* In dealing with clients and the public, the supervisee agrees to explain his or her professional achievements, status, and legal title; to make it clear that he or she is being supervised; and to provide the name of the supervisor. The supervisee will explain the supervision process and the supervisor’s activities, profession, and credentials. The supervisee will explain that clients in therapy with the supervisee are legally considered to be clients of the supervisor.
* The supervisee assures that clients will read and agree to the supervisor’s Information for Clients or Practice Description brochure, Notice of Privacy Practices, and other client educational materials as needed.
* The supervisee will obtain informed consent of clients to the use of protected health information and sharing of records involved in this supervision. Where direct observations and/or audio or video recordings will be made, the supervisee will obtain fully informed consent, using forms provided by the supervisor.

2. Risk management.

* The supervisee will inform the supervisor of any concerns or problems with any clients or cases as soon as possible. Any interactions with a client that raise any level of concern about any risk to the client, family, peers, or others must be discussed with the supervisor immediately.
* The supervisee will abide by the relevant state and national professional codes of ethics and their guidelines, and other similar materials, as appropriate to the kinds of services being rendered to clients and the characteristics of those clients.
* The supervisee will abide by the current rules and regulations of this state’s professional licensing board.
* The supervisee will adhere to the policies and procedures of the employers of the supervisor and supervisee.
* The supervisee will obtain and maintain his or her own professional liability insurance coverage (unless otherwise provided) for the duration of the supervision.

3. Supervisee’s education and development as a professional.

* The supervisee recognizes that a major value of supervision is the learning of professional roles and associated behaviors.
* The supervisee agrees to use his or her best abilities to remain responsive to suggestions and recommendations.
* The supervisee agrees to bring to the attention of the supervisor any deficits the supervisee recognizes in his or her ability to perform the clinical functions involved in therapy or other clinical activities with clients.
* The supervisee agrees to complete readings and other educational assignments made by the supervisor. The supervisee may be asked to summarize or in other ways demonstrate the learning of the contents of these materials.

4. Clinical procedures.

* The supervisee agrees to meet with clients and perform psychotherapeutic or other clinical functions in a professional, reliable, and responsible manner.
* The supervisee agrees to implement to the best of his or her ability the recommendations made by the supervisor for the handling of each case.
* The supervisee agrees to develop adequate, appropriate, and current written treatment plans and will remain responsible for such. These will be reviewed at scheduled times with the client(s) and supervisor, and changes will be incorporated as needed.

Supervisor’s responsibilities

1. Sensitivity, responsiveness, and flexibility.

* The supervisor agrees to try always to bear in mind issues of diversity, hierarchy, and privilege in their many dimensions and influences, and to be sensitive and respectful of all differences among the client(s), the supervisee, and him- or herself.
* The supervisor agrees to attend to the boundaries, balances, and potential multiple relationships between the supervisor and supervisee. In all cases, the interests of the supervisee will be held primary.
* The supervisor agrees to maintain awareness of the sometimes fine line between doing supervision and providing psychotherapy. If the supervisor should decide that the supervisee can benefit from psychotherapy, he or she will make referrals.
* The supervisor agrees to continue to learn about supervision.
* The supervisor agrees to remain current in the model(s) and methods of assessment, therapy, legal and ethical issues, and similar clinical concerns.

2. Evaluation.

* The supervisor agrees to conduct an initial evaluation of the supervisee’s knowledge, attitudes, and skills relevant to the clinical activities that the supervisee intends to undertake and the supervisor to supervise. Other areas, as proposed by either party, may be assessed as well. Based on this comprehensive evaluation, both parties will formulate specific goals and methods for the content and nature of the supervision.
* The supervisor agrees to explain and obtain fully informed consent of the supervisee to any and all methods and procedures for the evaluation of the supervisee, their nature and timing, and any other persons who will also review the evaluations and results, before implementing any of them.
* If disagreements should arise that the supervisor and supervisee cannot resolve, they will take these difficulties to the supervisee’s educational supervisor if the supervisee is in supervision as part of an educational program, and if not they will consult with appropriate members of the local or state professional association or others agreed to by both parties.

3. Monitoring and risk management.

* The supervisor will assure compliance with written policies about client record keeping and client access to records; confidentiality and its exceptions; and similar concerns as described by the supervisor’s Information for Clients or Practice Description brochures and Notice of Privacy Practices.
* The supervisor will review the supervisee’s treatment plans, written notes, and audio and/or video recordings of selected treatment sessions on a periodic basis, as decided by the supervisor. Direct observation of the services provided by the supervisee will be arranged if at all possible.
* The supervisor has legal responsibility for the supervisee’s clients and will take all appropriate actions in their best interests.
* Supervision will include examination of and education in legal and ethical issues, as well as client treatment issues.
* The supervisor agrees to abide by the related state and national codes of ethics for his or her profession and their guidelines, and other similar materials, as appropriate to the kinds of services being rendered to clients and the characteristics of those clients.
* The supervisor agrees to abide by the current rules and regulations of this state’s professional licensing board.
* The supervisor agrees to adhere to the policies and procedures of employers of the supervisor and/or supervisee.
* The supervisor will maintain current professional insurance coverage and include the supervisee as required by law, regulation, or the insurer.

4. Administrative responsibilities.

* The supervisor will create all appropriate and necessary records of the experiences and services provided to and by the supervisee for licensure or certification, and will ensure that the criteria are met.
* The supervisor will file reports as required when any condition of supervision changes.
* The supervisor will file a final supervision report within 2 weeks after termination of supervision.
* The supervisor will provide evaluations, letters of recommendation, and similar documents about the supervision and supervisee as requested by the supervisee.
* The supervision will retain supervision records for 7 years from date of last session, or indefinitely if ethical or legal actions are pending
* The supervisor will provide or arrange for appropriate space, equipment, and support services for the supervisee. Any additional resources for the supervisee are listed in an addendum.
* The supervisor will provide resources for and instruction in all billing and payments procedures for supervised clients.
* Arrangements for termination or transfer of clients will be arranged well ahead of the end of supervision.

Modifications to this agreement can be made with consent of both parties, and shall be made in writing and attached to this agreement.

I, the supervisee, have read the supervisor’s office policy statements as well as the supervision statement above. I agree to act according to everything stated there, as shown by my signature below. I understand that this agreement can be terminated if either party does not live up to his or her responsibilities as outlined above. I agree to adhere to the contents of this agreement, until otherwise negotiated and formalized as addenda to this agreement.

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          Signature of the supervisee indicating agreement                Date

I, the supervisor, have discussed the issues above with the supervisee. I hereby agree to adhere to the contents of this agreement, until otherwise negotiated and formalized as addenda to this agreement.

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          Signature of the supervisor indicating agreement                Date

* Copy accepted by supervisee or  Copy kept by supervisor