



Contracting in Counselling

Definition

Feltham and Dryden (1993, p. 38) define 'contract' as 'an agreement made between client and counsellor as to the work to be undertaken together'. They continue by noting that this is usually done by the end of the first session.

Ethical-Body Guidance

Because the success of counselling is so dependent on the counsellor and client developing a therapeutic relationship, it is very important to establish this on the right basis from the start. For this reason, ethical bodies for counsellors and psychotherapists provide guidance on contracting.

Ethical bodies often refer to the importance of contracting in their codes of conduct. For example, the good-practice part of the *Ethical Framework for the Counselling Profession*, published by the British Association for Counselling and Psychotherapy (BACP, 2018, p. 17) includes a section entitled 'Building an appropriate relationship'. This states: 'We will give careful consideration to how we reach agreement with clients and will contract with them about the terms on which our services will be provided.'

More detailed guidance is then generally provided in separate documents, for example:

- The BACP provides 'Good Practice in Action 039: Commonly Asked Questions – Making the contract within the counselling professions' (2020).

- The National Counselling Society (NCS) guides its members through an article entitled 'The Importance of a Counselling Contract' (n.d.).
- The UK Council for Psychotherapy (UKCP) has published 'Learning from complaints: psychotherapy contracts' (n.d.).

Contents of a Counselling Contract

The counselling contract should include various elements, which are outlined in the following sections.

Modality of therapy

Few clients will be familiar with different modalities of therapy, and what they mean in practice. For example, you could explain person-centred therapy by saying: 'I'll give you the space to help you discuss what's going on for you, to feel that you've been heard, and to try and make sense of where you're at.'

Number of sessions offered

For example, if you are working in an agency, there may be a maximum of six sessions offered to each client. You would mention whether this could be extended (often at your managerial supervisor's discretion), if the client wants this.

Supervision arrangements

It's important to tell the client who you discuss your client work with – i.e. your arrangements for individual, group and/or peer supervision – explaining that the client's identity isn't disclosed, and that it's more about discussing presenting issues in order to ensure we offer the best-possible service.

Access to notes

If you work for an agency, the law says that all the work you do for them in that time belongs to them; this would include the writing of notes. The agency might allow you to store these notes externally, but it's usual to require them to be stored in a locked filing cabinet on the premises. You might want to ask your managerial supervisor who has access to this.

The other people who can access your notes are:

- the client, under the Data Protection Act 2018 (the UK's implementation of the General Data Protection Regulation)
- a judge, with a court order (not simply the police, who can request a client's notes but – if the client refuses to consent to disclosure – must get a court order)
- a coroner (in the case of a client dying).

Limits of confidentiality

It is important to cover the three big legal areas in which we are not obliged to maintain confidentiality – that is, drug trafficking, money laundering, and acts of terrorism. In these three situations, the therapist would be unable to tell the client that they have disclosed the apparent crime. The legal complications of perverting the course of justice mean that if the therapist is seen to have tipped a client off, the former could get into trouble.

As well as the limits of legal confidentiality, it is also necessary to talk about the limits of agency confidentiality. Currently, there is no law in the UK that compels a therapist to disclose actual or suspected child abuse. It is likely that your agency will have its own policy on this – as well as on harm to self and others.

Complaints procedure

Another thing that should be in a contract is how to access the complaints procedure, if something goes wrong. For example, if you are an independent practitioner, you should always make it clear to your clients which ethical body you belong to. That would be the route to complain that a client would follow if need be.

If you work for an agency, the typical route would be to make a complaint to the agency. If it couldn't be resolved within the agency, then the complaint would go to the therapist's ethical body. But there is no barrier to a client going straight to the ethical body and not going through the agency.

Terms and conditions of payment

This applies if you are in private practice – or if your agency charges some kind of fee per session. It's important that the client knows when they must pay, what methods they can use, and where they stand in terms of obligation to pay the fee if they need to cancel a session.

Reasons for Counselling Contracts

The contract gives clients the information they need to make an informed choice and to have some power in the counselling relationship. As a counsellor, you're always trying to balance the power dynamic out between yourself and your clients, but sometimes it's very difficult. One of the things that you'll never really balance out is the fact that they are coming to you because they've got a problem they want to resolve. This always tips the balance in the counsellor's favour. But one way we can make sure that it doesn't tip any further is by having a clear contract. This gives people a sense of power in that they know what they're getting.

Giving Clients a Copy of the Contract

Should the client get a copy of the contract? Ethical bodies generally assert that they should – and this links strongly to the values of autonomy and justice, which are key to counselling and psychotherapy.

This allows the client to go away and have a good look at the contract. While clients will likely sign the contract in the first session, it's helpful to ask at the beginning of the second session: 'I wonder if you've looked through the contract. Is it OK for you?' This is a good way of double-checking that they're comfortable with it, and helping them understand their importance in the counselling relationship and that they have a choice.

Written versus Verbal Contracts

It's good practice to have a written contract, so that both parties are clear and can make reference to it. If a complaint is made to an ethical body, you would almost certainly be asked for a copy of the contract. If you don't have a copy, you're relying on remembering and evidencing spoken words, which can be very difficult. When both you and your client have a copy of the contract, there is proper clarity.

Other Forms of Contracts

Some counsellors also have a 'therapy contract'. This is a separate, usually verbal contract, where the client outlines what they wish to change and work towards.

Therapy contracts are mostly used in transactional analysis (TA), because they form part of this model of therapy. Eric Berne, the founder of TA, believed that if you sit a client down and ask them what they want to change, then they will work towards it. When the change has been achieved, then the contract is finished. You could then ask the client: 'Is there anything else you want to change?' This may lead to a fresh contract.

In person-centred therapy, the therapy contract is not as formal and as cut-and-dried as this. However, the therapist may still gently ask the client what it is that they're looking to change through therapy. This forms the basis of a 'soft' therapeutic contract, and references a goal that can be returned to. For example, you might say, later in therapy: 'When you first came, you said you wanted to change this. And I'm noticing from what you've just said that you've now done this.' This can help the client realise the progress they have made.

References

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