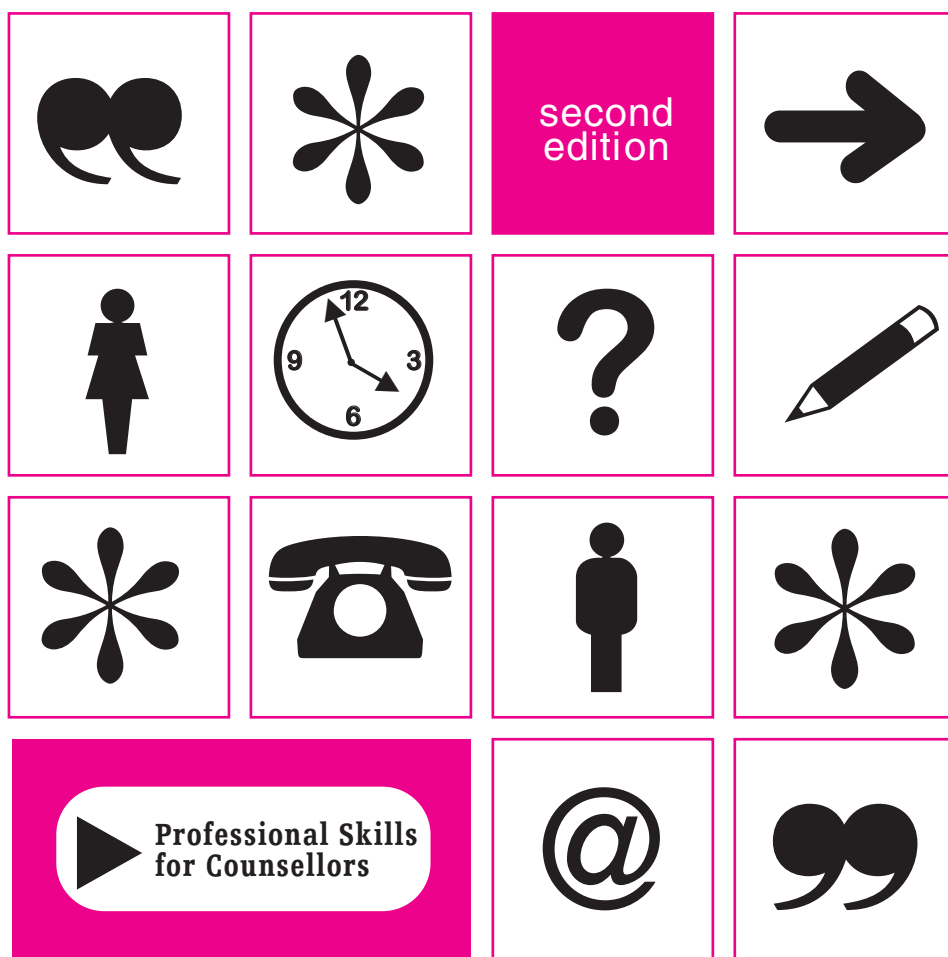


Contracts in Counselling and Psychotherapy



Edited by **Charlotte Sills**

Contracts in Counselling and Psychotherapy

The *Professional Skills for Counsellors* series, edited by Colin Feltham, covers the practical, technical and professional skills and knowledge which trainee and practising counsellors need to improve their competence in key areas of therapeutic practice.

Titles in the series include:

Counselling by Telephone

Maxine Rosenfield

Medical and Psychiatric Issues for Counsellors

Brian Daines, Linda Gask and Tim Usherwood

Time-Limited Counselling

Colin Feltham

Personal and Professional Development for Counsellors

Paul Wilkins

Client Assessment

edited by Stephen Palmer and Gladeana McMahon

Counselling, Psychotherapy and the Law

Peter Jenkins

Contracts in Counselling

edited by Charlotte Sills

Counselling Difficult Clients

Kingsley Norton and Gill McGauley

Learning and Writing in Counselling

Mhairi MacMillan and Dot Clark

Long-Term Counselling

Geraldine Shipton and Eileen Smith

Referral and Termination Issues for Counsellors

Anne Leigh

Counselling and Psychotherapy in Private Practice

Roger Thistle

The Management of Counselling and Psychotherapy Agencies

Colin Lago and Duncan Kitchin

Group Counselling

Keith Tudor

Understanding the Counselling Relationship

edited by Colin Feltham

Practitioner Research in Counselling

John McLeod

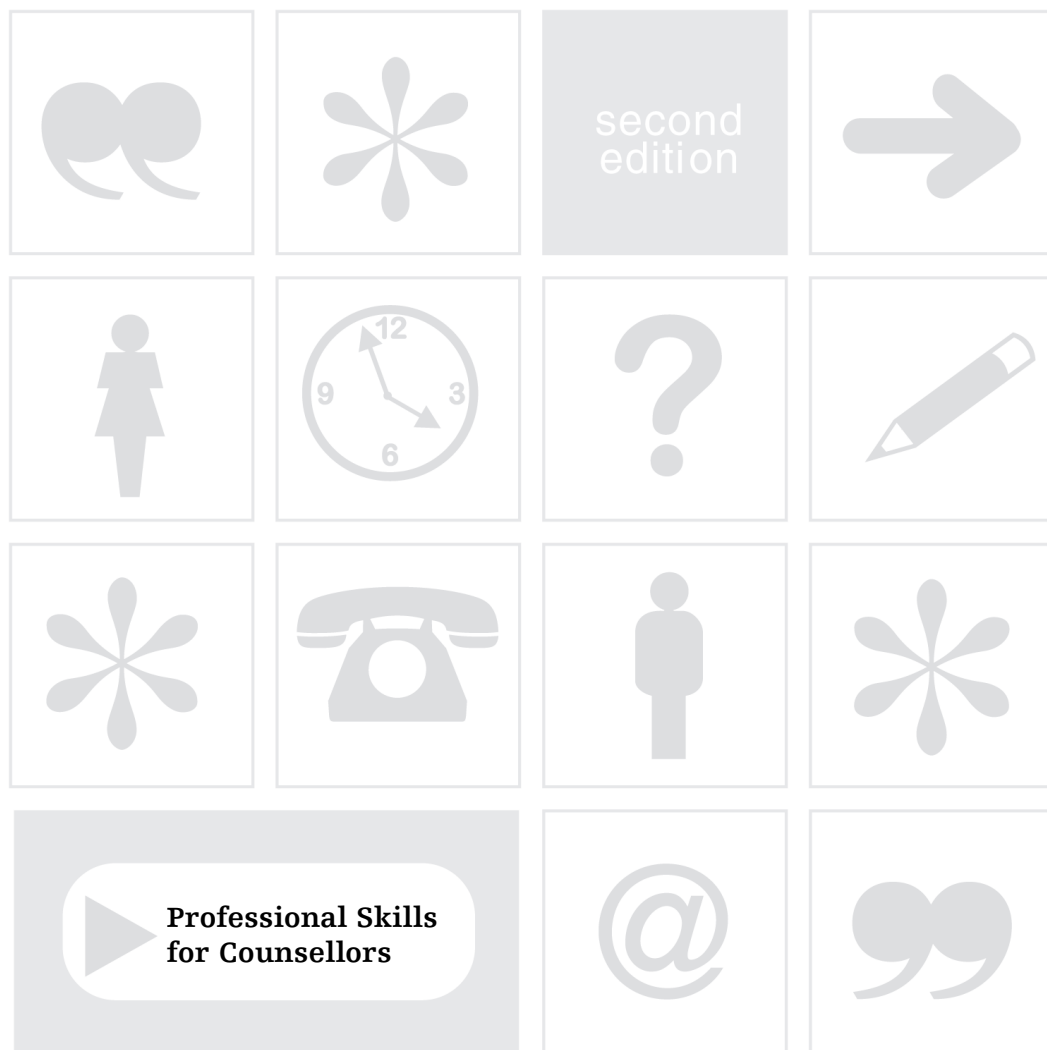
Anti-discriminatory Counselling Practice

edited by Colin Lago and Barbara Smith

Counselling Through the Life-Course

Léonie Sugarman

Contracts in Counselling and Psychotherapy



edited by
Charlotte Sills

 **SAGE Publications**
London • Thousand Oaks • New Delhi

Introduction, Chapters 1, 8 and 12 and editorial
arrangement © Charlotte Sills 2006
Chapter 2 © Michael Jacobs 2006
Chapter 3 © Frank Wills 2006
Chapter 4 © Mike Worrall 2006
Chapter 5 © Ian Stewart 2006
Chapter 6 © Adrienne Lee 2006
Chapter 7 © Geoff Mothersole 2006
Chapter 8 © Max Wide 2006
Chapter 9 © Peter Jenkins 2006
Chapter 10 © Keith Tudor 2006
Chapter 11 © Jenifer Elton Wilson 2006
Chapters 12 and 13 © Brigid Proctor 2006

First edition published 1997
Reprinted 2004, 2005
This second edition first published 2006

Apart from any fair dealing for the purposes of research
or private study, or criticism or review, as permitted
under the Copyright, Designs and Patents Act, 1988, this
publication may be reproduced, stored or transmitted in
any form, or by any means, only with the prior
permission in writing of the publishers, or in the case of
reprographic reproduction, in accordance with the terms
of licences issued by the Copyright Licensing Agency.
Enquiries concerning reproduction outside those terms
should be sent to the publishers.



SAGE Publications Ltd
1 Oliver's Yard
55 City Road
London EC1Y 1SP

SAGE Publications Inc.
2455 Teller Road
Thousand Oaks, California 91320

SAGE Publications India Pvt Ltd
B-42, Panchsheel Enclave
Post Box 4109
New Delhi 110 017

British Library Cataloguing in Publication data

A catalogue record for this book is available from the British Library

ISBN-10 1-4129-2065-5 ISBN-13 978-1-4129-2065-0
ISBN-10 1-4129-2066-3 (pbk) ISBN-13 978-1-4129-2066-7 (pbk)

Library of Congress Control Number: 2005938707

Typeset by C&M Digital (P) Ltd., Chennai, India
Printed on paper from sustainable resources
Printed in Great Britain by The Cromwell Press Ltd, Trowbridge, Wiltshire

Contents

<i>List of Contributors</i>	vii
<i>Foreword to the Second Edition</i>	x
PART I AN OVERVIEW	1
Introduction: The Therapy Contract – A Mutual Commitment <i>Charlotte Sills</i>	3
1 Contracts and Contract Making <i>Charlotte Sills</i>	9
PART II THEORETICAL APPROACHES	27
2 The Use of Contracts in the Psychodynamic/ Psychoanalytic Approach <i>Michael Jacobs</i>	29
3 Cognitive Therapy: A Down-to-earth and Accessible Approach <i>Frank Wills</i>	41
4 Contracting within Person-centred Counselling and Psychotherapy <i>Mike Worrall</i>	52
PART III TYPES AND CONSIDERATIONS	61
5 Outcome-focused Contracts <i>Ian Stewart</i>	63
6 Process Contracts <i>Adrienne Lee</i>	74
7 Contracts and Harmful Behaviour <i>Geoff Mothersole</i>	87
8 Making Contracts with Different Personality Types <i>Charlotte Sills and Max Wide</i>	98

9	Contracts, Ethics and the Law <i>Peter Jenkins</i>	109
PART IV CONTRACTS AND CONTEXTS		117
10	Contracts, Complexity and Challenge <i>Keith Tudor</i>	119
11	Choosing a Time-limited Counselling or Psychotherapy Contract <i>Jenifer Elton Wilson</i>	137
12	Therapy Contracts with Trainee Practitioners <i>Brigid Proctor and Charlotte Sills</i>	152
13	Contracting in Supervision <i>Brigid Proctor</i>	161
Appendix I Contract for Counselling Relationship		175
Appendix II Contract for Gestalt Psychotherapy		178
Appendix III Consent form for Body-oriented Psychotherapy Treatment		180
Index		183

List of Contributors

Charlotte Sills is a counsellor and UKCP registered integrative psychotherapist in private practice. She is also Visiting Professor at Middlesex University and Head of the Transactional Analysis Department at Metanoia Institute, responsible for Diploma, MSc and BA courses in TA. For more than 20 years she has been working as a trainer, supervisor and consultant in a variety of settings, including the National Institute of Social Work and mental health organisations. Recently she is a co-designer and Director of Ashridge Consulting's Coaching for Consultants Course. She is the author or co-author of a number of books and articles in the field, including *Integration in Counselling and Psychotherapy* by Lapworth, Sills and Fish (Sage 2002) and *Transactional Analysis – A Relational Perspective* by Hargaden and Sills (Routledge 2001).

Jenifer Elton Wilson D.Psych. is a Chartered Counselling Psychologist, UKCP Registered Psychotherapist and BACP Accredited Supervisor, whose work as a practitioner has, until recently, focused upon the design, validation and implementation of a doctoral programme in psychotherapy by professional studies, delivered as a joint programme by Middlesex University and the Metanoia Institute. Jenifer has published widely in the professional field, particularly with regard to effective and time-conscious therapy. She is a member of the Membership and Professional Training Board of the British Psychological Society and is their representative on the Society-wide Ethics Committee. Having relinquished her recent role as Head of Department of the Middlesex/Metanoia Doctoral programme, Jenifer is in private practice as a therapist, a clinical supervisor, an academic and organisational consultant and free-lance trainer. She is currently engaged in co-writing a book on the objectives and outcomes of psychotherapy for the Open University Press.

Michael Jacobs is now retired, but was formerly Director of the Counselling and Psychotherapy programme at the University of Leicester. He is a Visiting Professor at Bournemouth University, a Fellow of BACP and a UKCP registered psychodynamic psychotherapist. Amongst his many publications, he is well known for *Psychodynamic Counselling in Action, third edition* (Sage 2004) and *The Presenting Past* (Open University Press). He has edited a number of series, including most recently an important international series *Core Concepts in Therapy* (Open University Press). He has a small independent practice and continues to contribute in a number of ways to the profession.

Peter Jenkins is a Senior Lecturer in Counselling at Salford University, a BACP Accredited Counsellor Trainer, and a member of the Professional Conduct Committee of the British Association for Counselling and Psychotherapy. He has extensive experience of training counselling practitioners and organisations on legal aspects of therapy such as confidentiality, and has published widely on this topic. His most recent publication on this topic is *Psychotherapy and the Law: Questions and Answers for Counsellors and Therapists* (Whurr 2004).

James Kepner is a psychologist and body-oriented psychotherapist. He serves as a trainer and in private practice. He is the author of *Body Process: A Gestalt Approach to Working with the Body in Therapy* (Gestalt Press 1987) and *Healing Tasks: Psychotherapy with Adult Survivors of Childhood Abuse* (Gestalt Press 1995).

Adrienne Lee is accredited by ITAA/EATA as a Teaching and Supervising Transactional Analyst and is a UKCP Registered Psychotherapist and a Master Practitioner in Neuro-Linguistic Programming. Adrienne has been a mother, a university teacher, and a psychotherapist for more than 30 years and specialises in facilitating people to integrate spirituality in their psychotherapy. She has been centrally involved in the development of TA in Britain from its very beginnings and is a Founder Member and past Chair of the UK's Institute of Transactional Analysis (ITA). She has been a Board Member of EATA, on the committees of the PTSC and COC and one of EATA's representatives on the Board of The European Association of Psychotherapy (EAP). Adrienne is now the President of EATA (July 2004–July 2007). Together with Ian Stewart, she has founded and is Co-Director of The Berne Institute in Nottingham. Her professional career is dedicated now to the professional training of TA psychotherapists and to the training and development of their trainers and supervisors.

Geoff Mothersole is a Consultant Counselling Psychologist and Head of Primary Care Mental Health for West Sussex Health and Social Care Trust. In this capacity he runs a Primary Care Counselling Service. His current interest is in using routine clinical audit to develop clinical work, and his doctoral research was on the use of the CORE system. He is current chair of the CORE Benchmarking Network, a practice research network interested in developing the links between practice and research in relation to the CORE system. He has written a number of articles and book chapters and is past Professional Development Officer of UKCP.

Brigid Proctor is a Fellow and Recognised Supervisor of BACP. She was first Chair of the Training and of the Standards and Ethics Committees. With Francesca Inskipp she has been responsible for developing Open Learning materials and training for supervisors. These now form the basis of the training work of CASCADE Associates. Formerly Director of SW London College Counselling Course Centre, she now works free-lance as a counsellor, supervisor, trainer, consultant and writer. Her current interest is developing and writing about creative group supervision. Her flexible working is grounded in her experience of the power of person-centred relating and the belief that that necessarily makes for varied and innovative practice.

Ian Stewart is Co-Director of The Berne Institute in Nottingham. He is accredited by ITAA/EATA as a Teaching and Supervising Transactional Analyst, and is a UKCP Registered Psychotherapist and a Master Practitioner in Neuro-Linguistic Programming. He is co-author (with Vann S. Joines) of *TA Today* (Lifespace 1987) and *Personality Adaptations* (Lifespace 2002), and author of *Transactional Analysis Counselling in Action* (Sage, 2nd edn 2000), *Eric Berne* (Sage 1992) and *Developing Transactional Analysis Counselling* (Sage 1996).

Keith Tudor has worked for nearly 30 years in the helping professions in a number of settings. He is a qualified and registered psychotherapist, group psychotherapist and facilitator, and has a private/independent practice in Sheffield offering therapy, supervision and consultancy where he is a Director of Temenos and its Postgraduate Diploma/MSc Course in Person-centred Psychotherapy and Counselling. He is a Teaching and Supervising Transactional Analyst, and an Honorary Fellow in the School of Health, Liverpool John Moores University. He is a widely published author in the field of psychotherapy and counselling, with over 60 papers and seven books to his name. He is on the editorial advisory board of three international journals and is the series editor of *Advancing Theory in Therapy* (published by Routledge).

Max Wide was until recently Lead Associate for Leadership and Cultural Change with the Society of Local Authority Chief Executives (SOLACE) Enterprises Ltd. He has now been appointed as Head of Strategy for BT Government. He is a graduate of Henley Management Centre. He no longer works in the world of counselling and psychotherapy but regards it as the best possible grounding for the work he now does in organisational development. He is a widely published author in his field, most recently *Transforming Your Authority* (Office for the Deputy Prime Minister 2005), *Leadership United: a Toolkit for Working in a Political Environment* (SOLACE Commission 2005) and *The Working Council* (TSO 2003). He lives in Somerset with his partner and their two sons.

Frank Wills was born in Birkenhead and is an avid supporter of Tranmere Rovers FC. He is an independent accredited counsellor and registered cognitive psychotherapist, practising in Bristol. He has co-authored several books on cognitive therapy, including, with Diana Sanders, *Cognitive Therapy: An Introduction* (Sage 2005). He has also recorded some video tapes demonstrating the skills of cognitive therapy, available from the School of Social Studies in the University of Wales Newport. He is currently working on a book describing the main skills of cognitive therapy.

Mike Worrall works as a counsellor and supervisor in Oxford. He studied English Literature and then worked for nine years in the Probation Service, before training in the person-centred approach at Metanoia. He is the author or co-author of a number of chapters and articles, co-editor of a collection of papers on person-centred supervision and co-author of two books on person-centred philosophy, theory and practice.

Foreword to the Second Edition

It has been a real treat to prepare this second edition; it has felt like being part of a whole new book. In this edition, there are two entirely new chapters, two that have been radically changed and two of the old chapters that have been either removed or amalgamated in light of the changing field of psychotherapy and counselling. The others have been revised and updated and it has been interesting and stimulating to read the revised chapters and to see how the authors have changed and developed their thinking over the years since the first edition. And not only the authors: so many developments in the field – in theoretical approach, in understanding about therapy and how it works – are reflected in the ideas in the book.

The previous edition of the book was called *Contracts in Counselling* as it was part of a series on *Professional Skills for Counsellors*. However, readers of the book regularly commented that this title seemed restrictive. The thoughts and ideas about contracts in this book apply as well to the practice of ‘psychotherapy’ as to ‘counselling’ and indeed to coaching, mentoring or statutory health work. As a result, we changed the title of the book and, in their revisions, the authors refer alternately to different traditions. Mostly we use the generic labels: practitioner, therapist or clinician throughout. If a specific form of psychological work is intended, this is made clear; otherwise the concepts are universal. Similarly we use gender pronouns randomly.

My thanks once again to friend and colleague, Keith Tudor, for his creative thinking about the design of the book and to Louise Wise and Rachel Burrows at Sage for their ongoing support.

PART I

An Overview





Introduction: The Therapy Contract – A Mutual Commitment

Charlotte Sills

A contract is an agreement made between two or more people concerning the type of activity or relationship they will have with each other. In counselling and psychotherapy, it is the agreement between practitioner and client about their work together; the mutual undertaking to enter into a therapeutic relationship. This book is concerned with the wide variety of contracts and contexts which are involved in the therapeutic process – from the initial contact and agreement for a first session, to the subtle negotiation of an ongoing and evolving counselling commitment.

Many therapists feel uncomfortable about using the word ‘contract’ in relation to their work, believing that it sounds overly constricting and sterile. However, therapists cannot *not* make contracts. Human society is founded on explicit and implicit agreements about how we can live in relationship with one another. They are one of the ways that we use to try to put order into a world that is essentially unpredictable and potentially dangerous. Despite much debate about whether it is effective or counterproductive, it remains the case that contracts are fundamental to any organised society. They are an essential and indispensable part of the functioning of any political, legal and social system.

Depending on their theoretical orientation, their personal preferences and their experience, therapists vary enormously in the amount and type of contracts that they make. At one extreme there can be a simple offer of a space and an opportunity to talk without any other expectations or agreements about time-frame or process. It may seem to some that it would be hard to be therapeutic in this relatively structureless context. Yet ‘drop-in’ centres, the Samaritans and the like operate successfully in just such an open situation. It is also interesting to reflect that when Carl Jung was asked by his grandson how people coped before there were analysts, Jung is said to have replied ‘They had friends’ (Nicholas Spicer, personal communication). In a similar vein, when Rollo May asked Karl Menninger for his comment on therapy, he replied ‘People have been talking to each other for thousands of years. The question is, how did it become worth 60 dollars an hour?!’ (May 1987). The implication is that people can be therapeutic with one another without making formal agreements about it.

Despite these reminders of the beneficial effect of simple human contact, most therapists would agree that further contracting is essential. Whether they work in private practice, the voluntary sector or the public sector, there will be, at least, a need for agreements about such administrative details as time, place, fees (if any) and duration. Indeed, the existence of such agreements is one of the defining features of formal counselling or psychotherapy, as opposed to the informal relationships described above (BACP 2000). In addition, there is normally some negotiation about goals. In complete contrast to this type of unstructured ‘drop-in’,

some therapists and clients make a precise and detailed contract about a specific behavioural change to be achieved, how that change will be measured and the time-frame in which it will occur.

The importance of contracts in counselling and psychotherapy has become more and more apparent over the last 30 years. Although contracts were even used by the earliest psychoanalysts (see Jacobs, Chapter 2), they tended to be unilateral conditions imposed by the analyst on the patient about how the patient was supposed to behave. Other than this, the contract was largely confined, in the early days, to an agreement that the practitioner would give his or her services in return for a fee. It was only in the 1960s that the idea of mutual participation in a contracting process which specified the procedures and goals of the therapy was introduced into the counselling and therapy literature. Around that time, Berne (1966: 362) described 'an explicit bilateral commitment to a well defined course of action'. According to Goldberg (1977: 34), it was not until the late 1960s that the first psychoanalysts began to propose 'therapeutic work in terms of explicitly contractual and mutual participation of client and analyst'.

Research into psychotherapy outcome

Since the late 1960s a significant body of literature, including research, has been devoted to this area of the therapeutic relationship. Its conclusions are persuasive in convincing us that contracting is a vital feature of the therapeutic process. Much relevant research is reviewed by Goldberg (1977) who cites seven research outcomes that point to the same conclusion: the absence of appropriate contracting can lead to problems. The research clearly shows that failed or discontinued treatment is largely a result of difference in expectations between practitioner and client.

Other research sought to identify the facilitative factors in therapy. It demonstrates that successful outcome does not depend on the particular theory and methodology of the counsellor, but on the strength of the working alliance in the relationship between counsellor and client (Bergin and Lambert 1978; Luborsky et al. 1983; O'Malley et al. 1983; Hill 1989; Hubble et al. 1999). Research on the working alliance itself – what constitutes such an alliance, how it is formed and maintained – is considerable (e.g. Horvath and Luborsky 1993; Horvath and Greenberg 1994; and see Hubble et al. 1999). Broadly, it indicates that, from the client's point of view, an effective therapeutic relationship is one in which he or she feels understood and attended to and experiences mutual trust and respect. It is also one in which the client has a sense of 'common commitment and shared understanding' of the identified goal which will alleviate his or her distress (Bordin 1979, 1980, 1994). Bordin's work is of central importance here. He developed a model of the working alliance that incorporates *goals, tasks and bonds*. He describes the alliance as 'a mutual understanding and agreement about change goals and the necessary tasks to move towards these goals, along with the establishment of bonds to maintain the partner's work' (Bordin 1994: 13). This model has obvious implications for contracts.

Goldberg (1977: 38) also expresses eloquently this notion of a mutual commitment, speaking of giving the client the 'responsibility for collaborating in his own living experience'. He describes two types of therapeutic relationship. The first is the

status relationship in which there is inequality of power and authority and there is reliance on the belief in the greater expertise and knowledge of the therapist. The second is the *contractual relationship* which is 'an arrangement between equals, that when explicitly formulated, rejects coercion and fosters personal freedom' (ibid.: 32). If therapists believe that their job is to assist in the empowerment of their clients, it is essential to invite them to be active in designing the counselling relationship, deciding on their goals and meaningfully pursuing them. Goldberg continues: 'When the practitioner appreciates the client's need for an equitable and predictable exchange in psychotherapy, the requirement for an explicitly contractual relationship becomes a necessity' (ibid.: 33).

In summary, many writers agree on the fundamental importance of the contract in therapy. However, as we come to understand the reasons for this importance, it becomes clear that contracting is a very subtle matter. This is discussed further in the rest of the book, but there is one significant factor which is a consistent influence on our contract-making, and needs to be mentioned here. This is the inevitable tension between order and chaos which is a vital part of creative therapeutic work.

Paradox

Earlier it was noted that humans have an essential tendency to attempt to impose order in a chaotic world. We have a strong need to make sense of the world, to provide it with structure and make it more predictable. It can be argued that the therapeutic relationship, with its inevitable power imbalance and its capacity to arouse very deep and disturbing issues, is in particular need of structure and order to contain it. The contract helps to provide this structure.

However, the process of therapy is intended to help the client achieve autonomous, creative solutions to problems and a new personal frame of reference. This sort of fundamental change seems to come not from order but from temporary therapeutic disorder. Storr (1996) describes how the greatest new ideas often emerge after a period of depression or confusion, and quotes the German philosopher Friedrich Nietzsche who said 'I tell you, one must have chaos in one, to give birth to a dancing star.'

Here lies the therapist's dilemma. On one hand she needs to promote the containment of structure through contracts. On the other hand this, in excess, leads to loss of spontaneity and of the possibility to expand boundaries. On one hand she desires freedom for the client – freedom to explore, to enter the unknown. On the other hand, without structure, this can lead to chaos which also causes anxiety and disintegration. In other words, the therapy situation is an invitation to clients to let go of many of their usual inhibitions and reserves, their fixed ways of being, their familiar belief systems. This can potentially be very unsettling, yet this very 'unsettledness' can be fertile ground for growth. The boundaries of the contract should offer a place of equilibrium within which this tension can be held.

There is a parallel, which therapists may find useful, in the experiences of organisational consultants who use complexity theory to understand the process of change (Stacey 1992; Waldrop 1992; Critchley 1997). They describe two types of dynamic in organisational systems – one based on order, structure and rules which

produces stable equilibrium; the other characterised by lack of rules, boundaries and predictability which produces unstable equilibrium. The first state, in extreme, leads to repression and stagnation; the second to anxiety and chaos. They say that organisations fluctuate between periods of order and periods of disorder as they respond to the changing world. As they move from one to the other, they pass through a sort of border area known as 'bounded instability'. It is this 'edge of chaos' (Stacey 1992) which is the area of greatest creativity and from which fresh solutions and new paradigms emerge. The same is true of individuals and this has important implications for contract-making. In negotiating the work, therapists need to find the optimum balance which provides the most opportunity: the mid-point described in complexity theory as the place of most creativity within the 'stable system boundary' (Critchley 1997). This area of 'bounded instability' is reminiscent of Perls et al.'s (1989) concept of the 'safe emergency' where, again, the practitioner hopes to provide a space in which the client can feel contained enough to face the existential crisis or the avoided trauma, and then allow something new to emerge. It is interesting also to realise that the word 'analysis' comes from the Greek *analusis* meaning a loosening of bonds. Therapists usually aim to help the client achieve a 'loosening of bonds' which may allow for restructuring and change.

We have seen that the contract needs to accommodate the tension between the certainty of structure and the need for creative uncertainty. This creates a real *caveat* in relation to those contracts which identify specific goals for change. Watzlawick et al. (1970) describe first and second order change. First order change involves changes within the given frame of reference – the current paradigm with its assumptions and routines. It can only mean improvements to the present order, not revolutionary new ways of being. Sometimes changes which are carefully planned either do not come about or fail to achieve the desired outcome, causing disillusion and disappointment. A truly fundamental change involves a change in patterns of behaviour and feeling and also a real change in assumptions and ways of thinking. This second order change can only emerge from the area of bounded instability. Thus, there is a sense in which the change cannot be planned for, as any plan must by definition be formed in the current frame of reference. This points to the need for subtle flexibility in contracting and to the need for it to be an evolving process. This is discussed further in Chapter 1.

An introduction to the second edition

In conclusion, the making of contracts is both a necessity and a limitation. The skilled practitioner needs to find the appropriate middle ground in each unique situation. This book hopes to guide the reader through some of the complexities and subtleties of the process of contracting and help the therapist choose his or her own individual path. Chapter 1 considers a way of looking at the various types or levels of contracts based on Berne's (1966) model of *the administrative, the professional and the psychological contract* organised within the *contracting matrix*. Throughout the chapter, readers are invited to take the ideas as stimuli to their thinking rather than as prescriptions. Each practitioner needs to decide in each situation what is appropriate for him, given his own professional framework.

Subsequent chapters address different viewpoints on contracting. The very word 'contract' has different meanings and implications for different therapists. In Chapters 2–13, authors from a variety of different backgrounds discuss what 'contracting' means to them and what part it plays in their work. The writing and editing of the book also reflect a process of contracting and recontracting. In the first edition, contributors were asked to write on a particular focus and were then given an open brief to interpret the concept of 'contracts' as it was relevant to them. My contract with them for the second edition was to reflect on and update their chapters in the light of their changing or developing ideas about their topic as well as changes in the field. They were also asked to cross reference or comment on the other chapters in the book. It is fascinating to notice where and how their thinking has changed and where it has remained firm.

Part II reflects three different theoretical orientations. Michael Jacobs focuses on the significance of the contract in the conscious and unconscious process of psychodynamic therapy. Frank Wills, a cognitive therapist, focuses on goal setting, when therapist and client agree a rationale that a person's attitude and way of thinking can be both the cause of problems and their solution. From a humanistic perspective, Mike Worrall's chapter explores the contracts arising out of the establishment of the six conditions for an effective helping relationship as identified by the Person-centred Approach. In Part III, 'Types and Considerations', Ian Stewart describes a comprehensive method of making successful outcome-focused contracts and Adrienne Lee shows how moment-by-moment communication can be a method of contracting during the process of therapy. Geoff Mothersole looks at the assessment of risk and the controversial subject of 'no harm contracts'. Charlotte Sills and Max Wide explore ways in which the therapist can tailor the contracting process to the personality type of the client. Finally in this section there is a wholly new chapter – on contracts, ethics and the law, by Peter Jenkins. We felt that these litigious times called for a contribution in this area. In Part IV, 'Contracts and Contexts', two authors, Keith Tudor and Jenifer Elton Wilson, use the model offered in Chapter 1 to examine the various aspects of the topics they address. Tudor writes a new chapter on those situations which involve third parties, such as counselling in primary care, and examines the implications of this wider view of contracting, including the therapist's contract with society. Elton Wilson writes on time-limited and brief counselling, a context in which most practitioners are required to work. Brigid Proctor and Charlotte Sills, in another new chapter, examine the thorny issue of how to think about contracts with trainee practitioners whose personal therapy is a requirement of their training; and finally, Brigid Proctor looks at contracting in supervision and explores the additional considerations involved setting the safe space in which practitioners can develop.

References

- BACP (British Association for Counselling and Psychotherapy) (2000) *Ethical Framework for Good Practice in Counselling and Psychotherapy*. Rugby: BACP.
- Bergin, A.E. and Lambert, M.J. (1978) 'The evaluation of therapeutic outcomes', in S.L. Garfield and A.E. Bergin (eds) *Handbook of Psychotherapy and Behaviour Change*, 3rd edn. New York: Wiley.

- Berne, E. (1966) *Principles of Group Treatment*. New York: Grove Press. (Republished 1994 by Shea Press, Menlo Park.)
- Bordin, E.S. (1979) 'The generalizability of the psychoanalytic concept of the working alliance', *Psychotherapy Research and Practice*, 16: 252–60.
- Bordin, E.S. (1980) 'Of human bonds that bind or free'. Presidential address to Tenth Annual Convention of the Society for Research on Psychotherapy, Pacific Grove, California.
- Bordin, E.S. (1994) 'Theory and research on the therapeutic working alliance', in O. Horvath and S. Greenberg (eds) *The Working Alliance: Theory, Research and Practice*. New York: Wiley.
- Critchley, B. (1997) 'A Gestalt approach to organisational consulting', in J.E. Neumann, K. Keller and A. Dawson-Shepherd (eds) *Developing Organisational Consultancy*. London: Routledge.
- Goldberg, C. (1977) *Therapeutic Partnership: Ethical Concerns in Psychotherapy*. New York: Springer.
- Hill, C.E. (1989) *Therapist Techniques and Client Outcomes*. Newbury Park, CA: Sage.
- Horvath, O. and Greenberg, S. (eds) (1994) *The Working Alliance: Theory, Research and Practice*. New York: Wiley.
- Horvath, O. and Luborsky, L. (1993) 'The role of the therapeutic alliance in psychotherapy', *Journal of Consulting and Clinical Psychology*, 61: 561–73.
- Hubble, M.A., Duncan, B.L. and Miller, S.D. (1999) *The Heart and Soul of Change – What Works in Therapy*. Washington: APA.
- Luborsky, L., Crits-Cristophe, R., Alexander, L., Margolis, M. and Cohen, M. (1983) 'Two helping alliance methods of predicting outcomes of psychotherapy', *Journal of Nervous and Mental Disease*, 171: 480–91.
- May, R. (1987) 'Therapy in our day', in Jefferey K. Zeig (ed.) *The Evolution of Psychotherapy*. New York: Brunner/Mazel.
- O'Malley, S.S., Suh, C.S. and Strupp, H.H. (1983) 'The Vanderbilt psychotherapy process scale: a report on the scale development and a process outcome study', *Journal of Consulting and Clinical Psychology*, 51: 581–6.
- Perls, F., Hefferline, R.F. and Goodman, P. (1989) *Gestalt Therapy*. London: Souvenir Press. (First published 1951.)
- Stacey, R. (1992) *Managing Chaos*. London: Kogan Page.
- Storr, A. (1996) *Feet of Clay*. London: HarperCollins.
- Waldrop, M.M. (1992) *Complexity: The New Science at the Edge of Order and Chaos*. London: Viking.
- Watzlawick, P., Wheatland, J.H. and Fisch, R. (1970) *Change: Principles of Problem Formation and Problem Resolution*. New York: Norton.

1

Contracts and Contract Making

Charlotte Sills

The model in this chapter seeks to shed light on the different facets of the contract in therapy. It is based on the work of Berne (1966), originator of transactional analysis and one of the earliest therapists to write in detail about contracting. He defined a contract as: 'An explicit bilateral commitment to a well defined course of action' (1966: 362).

Berne identifies three forms of contract in the therapeutic world: the *administrative*, the *professional* and the *psychological contracts*. This chapter explores the model at the interpersonal level of the practitioner and the client. In Chapter 10, the same model is applied at the institutional and social levels.

The administrative contract

Sometimes also referred to as the business contract, this type of contract deals with all the practical arrangements such as time, place, duration, fees (if any), agreements with referring bodies or agencies, confidentiality and its limits. These are all apparently straightforward but it is surprising how often practitioners, with their eyes firmly fixed on the therapeutic work to come, can be unclear about them or overlook their importance. This importance is fundamental. Not only is clarity about administrative agreements an ethical (BACP 2000) and respectful necessity; the creation of this structure significantly contributes to the provision of the 'stable system boundary' (see Introduction) – the 'safe space' in Winnicott's (1960) terms or Lang's 'therapeutic frame' (see Jacobs in Chapter 2).

The administrative contract covers the following areas:

The venue, the time, the frequency of the therapy sessions

Some therapists offer as a matter of course and as a vital part of providing the containing structure, a regular unvarying time each week (or more than once per week), for example Smith (1991). There is no doubt that this structure does provide the sort of constant holding which allows people to feel safe to explore their deeper feelings. However, there are many other arrangements that can suit both parties. Sometimes a more flexible structure is appropriate. For example, Parkes, in his work with bereaved people, sets up an arrangement whereby sessions are organised for the following visit according to need, the space between the sessions being very