

Contracts and TA – An outline – Edited March 2016

Contracts and TA: “A bi-lateral agreement to a well defined course of action” – Berne 66

CONTRACTS: In the EATA codes of ethics the contract is described as defining the professional relationship.

Contracts are central to TA with the goal of ensuring an Ok – OK equal relationship with the client. TA principles of mutual respect and open communication are maintained by contracting process.

Definition: A contact is an agreement between therapist and client to a defined course of actions and achievable sensory based outcomes. “A bi-lateral agreement to a well defined course of action” – Berne 66

The concept of contracting has evolved in recent years to allow a more organic growth of the contract within psychotherapy practice.

Charlotte Sills edited a book – “Contracts in TA psychotherapy and counselling” (2006) in which she presented a new model of contracting accounting for the reality that many clients are only partially aware of their desired outcomes when entering the therapeutic process: Therefore, requiring exploratory contracts leading to self-awareness which then leads to more specific change objectives. This is now the normal practice used by TA therapists and coaches in their work with clients.

The effectiveness of psychotherapy is associated with clarity having been achieved between client and therapist about what the purpose of the work is. - Bordin (1994, cited in Hargaden and Sills 2002) researched the elements of effective psychotherapy and concluded that what is important is that ‘therapist and client have a clear shared agreement about the goal of their work and what will be the role of each party in the endeavor; and finally they will be linked by mutual respect and empathy.

In traditional approaches to contracting a treatment contract will have visible verifiable outcomes and will look something like:

- I will get a new job - I make this a two-way process by agreeing what the client will do and what I will do as the therapist.

Contracts and TA: Both the TA practitioner and the client agree stating the areas in which the client wishes to make changes and the outcomes expected. Contracts cover all areas of work...

Administrative contracts: cover all the business side of contracting – when, where and how often and the cost of sessions for example.

Sessional and Process contracts: Each session the TA coach / psychotherapist will contract for what the client wishes to address in this specific session as well as contracting within the ongoing process of the session: eg: “How about imagining your mother sitting on the sofa there and you telling her what you think / feel ...” As the client responds to this suggestion the therapist and client are working contractually.

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Typical Contracting questions are:

- What changes do you want / wish for in order to enhance your life?
- How will you need to change to get what you want / wish for
- What needs to happen for you to make this change?
- What are you willing to do in order to make this change?
- How might you sabotage yourself?
- How will you and I know when you have made the change?
- How will you reward yourself for making the change?
- What will you do in your life after you have made the changes?

(Adapted by Dave Spenceley TSTA from to M. James "Born to Win")

Another effective series of questions:

- 1) What outcome do you expect from this process?
- 2) What will achieve if you get far more than you expect?
- 3) What will you do in order to achieve this outcome?
- 4) What do you expect others to do in order for you to achieve this outcome?

Contact > Contract > Content and Change work > Closure: This sequence describes the normal process of psychotherapy over many sessions as well as being reflected in each individual session and group. You make effective contact and establish the therapeutic relationship and space, then move to the contracting process, followed by the content of the client's work, followed by closure.

Steiner (1974) identified the following requirements for contracts – based on legal ideas.

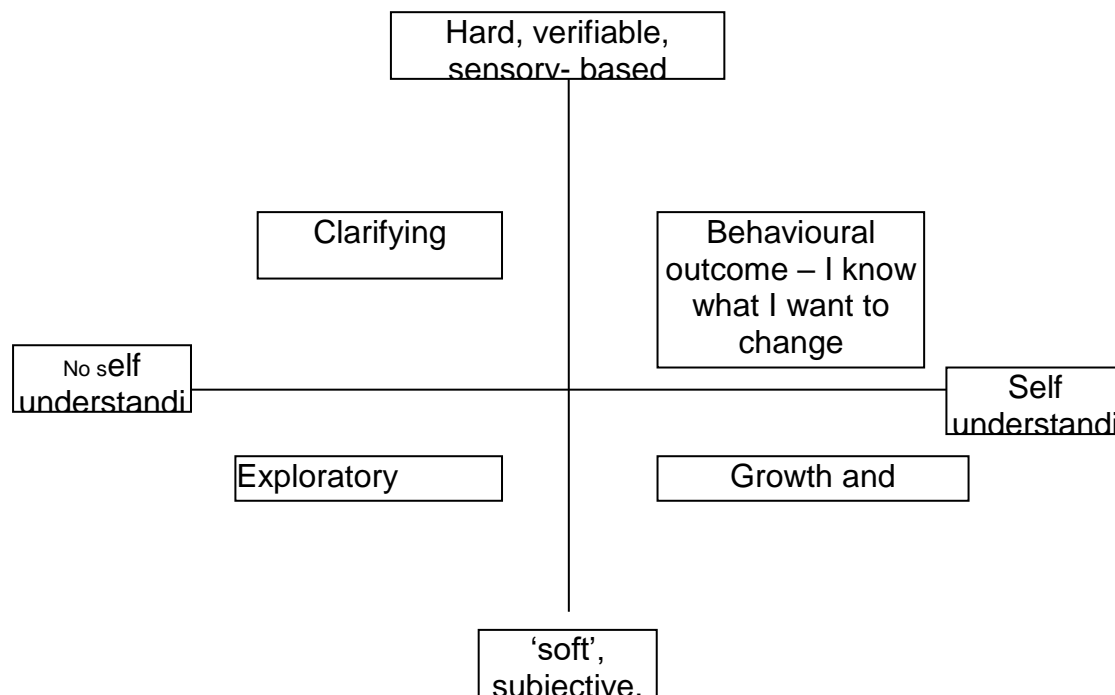
- **Mutual consent** - have the client and I mutually agreed a way of working, including payment, duration and time?
- **Valid consideration** - am I being adequately recompensed for my skills and time?
- **Competency** - am I sufficiently qualified and experienced to work with this client or do I need to refer them?
- **Non – Maleficence = No harm**

Parent and no change contracts: The Goulding's in their book "Changing Lives through Redecision therapy" alerted therapists to "parent" and "no change contracts" which simply reinforce the script. For example, "I should work harder" is a Parent directed contract and is likely to be reinforcing the dysfunctional aspects of the script even if on the surface the statement might look to be appropriate for the client.

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A no change contract is often framed as “trying to” or “more” eg - “I will try to make the changes I need so that I will be able to get the work I need.” Or “I will be more loving than I have been”.

Sills’ contract matrix (2006)



For a 'behavioural outcome contract' to be appropriate the client has a good understanding of what they want to achieve and how to achieve it

When a client knows what they want to change but does not know how to do it a 'clarifying' contract is appropriate.

An 'exploratory contract' provides a soft contract in which she develop and find out what it is that she does want.

Process contracts (Lee 1997, ed Sills 1997) ensure that the therapist remains attuned to the client moment by moment.

Dave Spenceley has developed a simplified picture for exploratory psychotherapy to simplify the picture:

