

# Humanistic Therapy Contracts – Good for Clients and Therapists?

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## Introduction

I used to think that making an initial contract for working with a new client was fairly simple and straightforward. At the first session, usually at the end when the 'real' work of meeting and mutual assessment was over for the day, I would hand them a copy of my therapy agreement, along with an AHPP Handbook, sharing my expectation that they would take it away to consider, bringing back any points of discussion the following week. Basically, this agreement stipulated my ground rules. It included things like dates and times; regularity of sessions; fees; my phone and email availability; my holiday dates; payment for missed sessions; confidentiality and its limits. The agreement summarised the practical commitment each of us were making at the outset of therapy. Usually, there would be minimal discussion of the points listed before we each signed a copy of the contract and filed it away. In this way, I felt that I was satisfying my own need to be clear about what my rules were and my client's entitlement to an open and honest contracting procedure.

In ten years of private practice, but particularly over the last few years, I have been gradually awakened to the fact that we live and work in a socio-political climate of 'complaint and compensation'. We are all aware of the burgeoning industry of 'ambulance chasing' legal and insurance firms and their effect on everything from local authority planning, to the number of school trips, to legalistic and wary hospital patient management. There is no doubt that this has spread to the therapy world. My experience on AHPP's Ethics Committee and in my circle of professional acquaintance, where some colleagues are living through the experience of being complained against, has forced me to take my head out of the sand. I am currently considering what it means to run a private practice with more professional and personal safety, for myself and my clients. I have come to see the process of contracting with clients as integral to that safety. How do we work safely in acknowledgement of the current 'complaint and compensation' culture, and yet maintain the open-ness and mutual trust that we hope characterises our work with clients?

The initial agreement we make with a client will set the tone for later work in a variety of ways. I have come to see the process of making the initial therapy contract as an explicit and integral part of the early work together, alongside assessment and diagnosis, and forming a working alliance. Further than this, I have begun to appreciate that the need for further contracting, or 're-contracting' often arises as the therapy progresses. Re-contracting can be a support for the process of therapeutic review and renewal at significant points in the work together.

These issues have been highlighted, at least in part, by my recent personal experience of dealing with long-term illness, whilst continuing to run my private practice. However safe and clear I might wish to make our contract at the outset, life intervenes and upsets things. I am an imperfect person and therapist. There are no guarantees. Paradoxically, my experience of working whilst managing a sometimes intrusive medical condition has taught me a lot about how to use my imperfections and life's interventions. I have learned more about making and maintaining therapeutic contracts that attempt to create safety and clarity and also recognise human limitations, mine and the client's. My clients and I have come to understand more about the process of negotiation of responsibility that lies at the heart of a therapy agreement, whether an initial contract, or a re-contracting review and renewal. My process has been an exploratory and experimental one, in the humanistic sense of being open to new learning about what works for individual clients. It has also been informed by my belief that although practising safely can appear potentially stifling of experimentation, in fact I have found the opposite is true. Contracting and re-contracting in the therapeutic setting can be an authentic and life-enhancing experience.

### **Negotiating an agreement at the outset of therapy**

At my first meeting, now, with a new client I hand them a copy of my 'draft therapy agreement'. This comes towards the end of the session which has been mainly devoted to the work of mutual assessment: What is it that makes them seek therapy now? Is therapy the right choice for them? Am I the right person for the client to work with? The draft agreement stipulates, as it always has, the ground conditions which I think support the therapeutic frame. But now I also say that we will make a shared, personalised agreement over the coming few weeks and

that this draft is the basis of that process. This sets up the expectation, first, that the client will consider my initial ground rules and bring back any queries or comments to the following session. Secondly, the client knows that we will then devote a part of each session in the initial weeks to making an agreement about how we intend to work together on issues that seem most prominent to the client and myself at the outset.

At the second meeting, I give the client a document summarising my first thoughts about 'issues

we have identified to explore in therapy' at this beginning stage. This can take the form of type-written notes, mind map, drawing or diagram. We spend some time talking this through, with the client adding, amending, deleting, suggesting new ideas. My experience so far has been that new clients find this process holding for a variety of reasons, as the following vignettes might illustrate. (All identifying information about clients has been disguised in order to preserve confidentiality.)

### **Initial contracting with Andrew**

Andrew came to therapy largely because other people had told him he ought to get some help. He had problems recently at work, where he had lost his temper several times with colleagues. His wife said she was fed up with him 'contributing nothing' and leaving all the decision making to her. His homeopath suggested his headaches might be the result of unexpressed feelings following the recent death of a parent. As we talked about these issues in the second session, Andrew said he felt 'so tired of feeling bad'. I asked him to experiment with saying those words in different ways, with different voices. When he did so, Andrew first discovered a deep sadness at the heart of his words. As he repeated the words, however, he went on to feel frustrated, puzzled, then annoyed and finally indignant. During this experiment Andrew became more aware of the range of feelings he himself was experiencing and his excitement and energy visibly increased.

Following this work, we included the following therapeutic aim on our initial agreement.

'You are interested in exploring the whole area of communication. Sometimes you might store up your feelings without clearly knowing what you do feel, until another person tells you how they are experiencing you, and you notice then that you are for instance angry or upset. You hope therapy will help you to become more aware of your own feelings and communicate them more effectively when the need arises.'

By the fourth session we had several 'issues to explore in therapy' on our draft agreement, based on the experience of working together those few weeks. Andrew now felt that he was entering therapy because *he* was excited by the prospect for himself. He understood that other people might be 'helped' as a spontaneous effect of his own work in therapy but his primary aim was to do his own work. Thus the last point on our initial agreement was:

'You want to honour and develop your awareness that this may be a time of change and growth in your life, and the way you are as a person. Your sense is of not needing to do anything urgently. Instead you would like to be able to notice, reflect, be aware - and articulate, express and explore your personal process here in therapy.'

From my point of view as a therapist, the initial contracting is coloured as much by my understanding of the client's process, or manner of being, as by the content of the work they wish to undertake. My first impressions of Andrew led me to focus on supporting his self-expression and self-accountability, and this led to the inclusion of the points I have outlined. I also understood his personal style to be broadly narcissistic, which meant he particularly appreciated my ability to 'mirror' or reflect as accurately as I could, what he was trying to tell me and show me about himself (Symington, 1993, p.93). I think that is why he found the initial contracting exercise so holding and affirming. In his case, then, my main considerations were to do with starting up the therapy in a way that felt both safe and exciting. Initial contracting of this 'mirroring' variety may be particularly holding to the narcissistic client if the therapist concentrates on close reflection of the client's self awareness and the promise of learning more, and feeling more recognised by the therapist and recognisable to themselves.

### **Initial contracting with Rosemary**

With a different kind of client, safety might be a more prominent issue than excitement, at the outset. Another client, Rosemary, was rather vague at first about her reasons for seeking therapy. She had experienced quite a bit of group and individual therapy before, yet seemed to me to be rather unaware of her personal process.



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During the first few sessions, Rosemary showed signs of post traumatic stress and possibly borderline personality characteristics, which I suspected originated in her experiences of traumatic assault as a young child. Unlike with Andrew, I did not attempt to share these reflections with her. I suspected that she would have found any direct appraisal of her personal style quite intolerable at such an early stage. I therefore gauged that the beginning emphasis should be on setting up a clearly-bounded therapeutic container, if this were possible with such a disturbed client (Clarkin et al, 1999, p.136). In practice, there were a number of implications. First, I was not going to make any commitment to work with her long term unless I judged that she had a robust enough personal boundary. I put this to her in terms of my wondering if therapy was indeed the right thing for her at that point, as she did not seem totally sure herself about the idea of committing to therapy

before we knew each other better. This was fine by Rosemary, who herself said that she would like a trial period to see if therapy was going to be helpful to her. We agreed to meet for twelve scheduled sessions and drafted an initial agreement accordingly.

'Our series of agreed monthly meetings will offer an opportunity to see how we work together and find out what issues might need more detailed exploration. You can then decide if you would like more regular meetings and/or an open-ended therapy contract.'

We also decided to keep our focus, as far as possible, on Rosemary's handling of anger; something she and I both saw as a problematic area for her. On our agreement this was expressed as:

'We will retain a focus, where appropriate, on the ways in which you deal with anger. How do you hold anger? How can you express it clearly but also safely? How do you block expression of anger and what effect does this have on yourself and on your relations with others? Does the way you now handle anger relate to childhood experience? If so, let's look at that.'

In a way, the contracting process with Rosemary was the opposite of Andrew's. She needed less excitement and more containment than him. This entailed setting very clear boundaries at the outset; not just ground rules to maintain the therapeutic frame but also

boundaries of content and therapeutic relationship.

Typically, as I have learnt through experience with such clients, Rosemary tried to stretch boundaries at every opportunity. For instance, she phoned at an inappropriate time and then got annoyed because I did not answer. When I did respond to her call I reminded her of our agreement. She tried introducing a new topic of conversation at the end of a session. I responded by recognising her wish to go on longer, yet reminding her that we had agreed one hour sessions and it was time to stop. These very basic boundaries are of a different significance, in my view, with a client like Rosemary, than one like Andrew. He would be unlikely to stretch boundaries in the first place but if he were to, this might constitute an opportunity for growth for him – to challenge my 'rules' might enable him to experience annoyance and resistance as part of the process. I might still say 'Now is not the appropriate time to call me,' or 'We must stop now,' but recognise with him that this meant something about him being able to want more for himself, and not self-edit his needs.

In both the cases I outline here, the initial contracting stage seems important for several reasons. The process is explicit and the contract that eventually gets written is the result of a discussion and negotiation with my client plus my own professional appraisal of my client's needs at that point. We both take personal responsibility but I also take professional responsibility for the process.

This is my way of trying to honour the client's 'self-determination' and 'personal power', whilst also recognising my professional knowledge and expertise as something the client is seeking and expecting me to use.

### **Re-Contracting During the Course of Therapy**

I have always included opportunities for the client to review the course of their therapy. This seems important because if the therapy is working, things will change. The client's level of self awareness will increase, bringing about opportunities to change their habitual responses to life and relationships. My understanding of what makes them tick will broaden and develop, giving me a finer appreciation of how to work best with this individual. The relationship between me and my client will follow its own process of change and development. Life, illness, death and other life events will intervene, affecting each of us as persons, influencing the course of our relationship and the therapeutic work we decide to undertake.

I have been experimenting over the last year or two with using these opportunities for review as a support for shifting into a new phase of work and relationship in the therapy. I call this process 're-contracting' because it is a process by which the original contract is reviewed and renewed. Content that may by then have been completed through earlier work is celebrated and explicitly incorporated or put aside, so that

my client and I can give our attention to new areas of our joint endeavour. Relational parameters appropriate at the beginning may now need revision in the light of our experience together. Again, I'll try to illustrate this process with a couple of vignettes from my practice.

### **Re-contracting with Brandon**

It is often the client who will suggest it is time to review the therapy. Brandon had been working with me for about two years when he said 'I want to try and write down something about what I've learned so far from my experience of therapy'. He had set out with the main aim of working through a long-term bereavement and in the process uncovered a lot of painful childhood experience. He had used writing as part of this process, telling the story of his childhood in which the death of his father was only the beginning. Now he was at a point where he recognised the connection between these experiences, which entailed 'living in dread' of arousing his stepfather's anger, and his current obsessive, phobic thoughts as an adult.

I conducted a review with him over several therapy sessions. We conversed; he wrote things down that seemed significant to him. This was a rewarding and, I think, dialogic process and marked a new phase in our working relationship (Yontef, G. 1993, pp.221-237). Brandon now trusted me to help him without taking over his thoughts and feelings, which was something he had experienced in other significant relationships. I had

learnt by then to challenge him without losing empathic connection. We decided to note Brandon's insights and our ensuing discussion as part of a renewed agreement:

'You are aware of the link between your current experience of fearful, anxious and obsessive thoughts and the "dread" experienced as a child after the death of your father. This needs to be put in the context of the reality that we can not control the spontaneous events of life ... We undertake to challenge your grandiose belief that "if I am careful, I can avoid danger, illness and even death". These beliefs actually control you, and your attitudes to life and relationships.'

### **Re-contracting with Meera**

Meera was another client who suggested we review her therapy. We had been working together for four years and both felt she had covered a good deal of ground and changed a lot as a person. She felt it 'should be time' for her to consider bringing therapy to a close. We discussed how, in part, this might reflect her young experiences of making do with sparse comfort from busy and preoccupied parents, but wondered if something else was blocking her from moving on, either to end the therapy or to enter a further, advanced phase of therapeutic work.

The manner we chose to conduct our review was influenced by our knowledge of Meera's very severe 'internal judge'. Instead of writing something together

during the session, we each wrote notes between the sessions on 'ideas about (ending and?) the next phase of therapy'. Then we swapped notes in the return session. Meera wanted to go away and read and think about my suggestions, so we only discussed the points she had brought. I tried to model being open, compassionate and sometimes a bit light-hearted, as we reflected on her notes. This seemed to work, as although she began very gravely and rather self-scathingly, by the end of the session she had accessed some excitement and pleasure in the exercise, even making a drawing 'to capture what we are talking about'.

The process can be illustrated by the development during the session of one of Meera's ideas for the next period of therapy. She had begun with the aim of 'wanting not to feel unhappy'. This had led to a conversation about the place inside where she had always seemed to return, ever since she could remember; a place where she felt 'the same, sad, isolated and unattended to feeling'. She agreed to make a drawing to represent this place. Her image was a black stick figure with the word 'rubbish' written across the chest. I wondered if she could also represent areas of her life that made her happy, not to wipe out but to balance that sad, isolated, 'rubbish' place. She added activities she enjoyed doing, and a loving central relationship she now had. She put all these in a 'green force field' on the same drawing. The work crystallised for me Meera's split experience and helped me understand at least this one reason for her

continuing need of a relationship with me. Part of my therapeutic work with her would be to hold and heal the 'split', supporting her to understand and work through the reasons for her sadness, as well as her potential for happiness. On the new contract, we expressed this as follows:

'We know that you sense you return to that "rubbish" place where you feel isolated and ignored - this is now a familiar place. Maybe we can find out more about what makes you sad in that deep way, what it feels like to be isolated and without tenderness and healing. Is there a role for a deeper acceptance of this return position as one you will revisit at times during your life, whilst knowing that you can make a decision to move away or towards that position too? Maybe you can get in touch with more joy and spontaneity in life. How can you make more room for experiences that currently exist only in your "green force field"?'

Following several sessions conducting this review and renewal of our therapy contract, Meera said, 'This process has taught me two things. You mentioned them in the past but it is only now I know what they mean. I can come here and be accepted, just as me. I don't need to do anything to myself. I can just be who I am because you know and accept me. The second thing is that I know I am the real expert on my self as a person. I know myself better now and want to take more charge. I

don't want just to "not be unhappy". I want to be happy, more of the time.'

### **Learning from the contracting experience**

The client work I have described gives some idea of the ways I work as a humanistic therapist when contracting and re-contracting with a client. I try to make the initial contracting an authentic and therapeutically significant experience for each of my clients. I believe that the contracting process sets the beginning tone of our relationship as one where there can be open and honest dialogue as well as evidence of my professional care. In both the cases of re-contracting described, the review process has been prompted explicitly by the client. Other examples of re-contracting I could describe might have different origins, but share the central therapeutic experiences of review, renewal and celebration; marking a shift to a more grounded sense of personal responsibility for the client, based on a memory of our work together thus far and a deepening intimacy and trust in our working relationship.

I guess I will go on learning from my clients about refining the activity of therapeutic contracting, but so far these features stand out for me.

- The making of an effective contract at the outset of therapy is a process, rather than a one-off event. The explicit written contract that comes out of this process of discussion and negotiation can be a



manifestation of humanistic dialogue, rather than, as I used to think, at best a 'setting the ground rules' exercise, and at worst something to be done with as soon as possible, so the real work of therapy can begin.

- The initial contract summarises the agreement I have made with that particular client about what we will work on and how we will work together. Once it is signed it necessarily becomes a particularised statement of intent on both sides, mine and my client's. There is a shared understanding about what seems significant to my client at that point in time. The process itself helps me to begin to work in dialogue with this new person in my therapy practice. It also helps my client to understand that I am open to, and encouraging of them in taking responsibility for their therapy, as well as me taking my responsibility, personally and professionally, for the way I will work with them.

- From my experience so far, making a contract with new clients in this way is a process that emphasises, rather than detracts from, the 'I-Thou' aspect of our work from the very beginning (Buber, M. 1970). No matter how pressing the presenting issue of the client, or how much my diagnosis of this client may cause me to work in a particular manner at an early stage (both issues of obvious importance at the outset), the fact that we deliberately make room for

this kind of humane, authentic, joint activity sets a tone for later work.

- It seems to me that the process of re-contracting reflects the client's developmental change, which is integral to effective humanistic therapy, and expresses the deepening therapeutic relationship that comes with longer term work. The client, as an equally human but differently expert partner in the therapeutic enterprise of personal development can share their acknowledgement of personal learning and development thus far. The therapist, in respectful but also professionally responsible dialogue with their client, can reflect on the client's self appraisal and share their own expertise in the interest of the client's personal growth. It is then possible, in my experience, to come to a negotiated truth about what has happened so far, before deciding on future priorities with the client. As always, there is a balance to be struck between the client's responsibility and my own, depending on things like the client's manner of being, and the depth and breadth of the relationship thus far. These are professional judgements worth making in support of a balanced and mutual ongoing commitment to the therapy.

- Putting this process in writing is the newest and most exploratory part of the contracting process, for me. My tendency, even now, is to do this primarily because I

judge that the client's security and ability to work in partnership with me is enhanced by developing a written initial contract, or contract review. I enjoy the open-ness, equality of respect and celebration of our different but joint expertise, that issues from such a dialogue. And I feel personally secure, in that I try to conduct the contracting process in a manner that fits with my humanistic principles.

- It is a side effect, perhaps, rather than a core reason for doing it, that making a clear initial contract is a useful and professionally safe activity in our current 'complaint and compensation'

culture. The contract being the result of shared, negotiated, discursive work might actually lessen the possibility of complaints arising at some future date. As I write this I think 'fingers crossed!' because I am well aware that there are absolutely no guarantees of protection from such an event. That should not, I think, stop us from attempting to make explicit, safe and clear contracts with our clients from the outset. This is not, as I used to think, purely an exercise in setting limits and exemplifying open and honest practice. It is, instead, a real and lasting element of the authentic relating in therapy that we as humanistic practitioners all espouse.

### Further Reading

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