

## Employment Agreement for Trainees

This is an agreement entered into between \_\_\_\_\_  
(licensed psychotherapist) and \_\_\_\_\_  
(psychotherapy trainee).

This employment agreement supplements the state laws regarding the employment of trainees and the ethics requirements of the various professions concerned. Those laws include absolute adherence to the ethical codes of each profession. The trainee will hereinafter be referred to as “employee” and the licensed psychotherapist as “employer.”

**1. Laws and Ethics.** Employee agrees to study carefully the ethics codes of the American Psychological Association and, if training in another discipline, the codes of that discipline. Any questions will be addressed to the employer. Employee agrees absolutely to abide by all laws and ethical codes governing clinical practice while under supervision of the employer. Employee agrees to discuss immediately with employer any and all questions about or possible infractions of those codes, or questionable situations that create potential risks and/or liabilities for the employee and/or employer. Failure to do so constitutes a breach of this agreement.

Employee assumes sole personal and financial responsibility and liability for any problems and/or claims resulting from an infraction of the laws and applicable ethics codes and further indemnifies the employer against any and all claims of whatever type resulting from employee’s infractions. Any and all legal and/or outside consultation expenses resulting from or necessitated by claims of alleged infractions or the investigation thereof are to be borne by the employee. If the time spent by the employer exceeds ten hours in dealing with such claims he will be reimbursed by the employee at \$\_\_\_\_\_ /hour since infractions or other activities that might lead to allegations are beyond the scope of employment and not a part of this employment agreement. All professional services are to be rendered on the employer’s regular work

site unless otherwise agreed. Upon discussion of possible infractions the employer reserves the right to insist on outside clinical, ethical, and/or legal consultation at the employee's expense and/or to terminate this agreement immediately. Legal and ethical infractions by employee may be reported to her or his training institution and/or to the relevant licensing boards and ethics committees. All dual relationships that are exploitative and/or damaging, especially business, social, and sexual ones, are forbidden by law and will result in immediate termination. Employee agrees to maintain membership in the appropriate state professional association both to remain updated on professional issues and to have ready access to legal counsel.

**2. Financial Arrangements.** Employee will be treated as an "employee" under IRS laws and employer will maintain payroll records in accordance with all state and federal tax and employment laws.

Operating expenses for hiring an assistant or intern in this particular private practice setting have been determined to be approximately \$ \_\_\_\_\_ monthly, which includes use of office space, light clerical work, bookkeeping and accounting, and consideration for expenses involved in overseeing the work of the trainees, file management, and emergency consultation. Employee must arrange for and/or assume financial responsibility for his/her own telephone, voice mail, beeper services, and malpractice liability insurance.

Because expenses are high in private practice, the percent paid on gross receipts up to the amount of \$ \_\_\_\_\_ in a calendar month to the employee will only be \_\_\_\_ % of fees collected for services rendered. The employee will be paid \_\_\_\_ % of all fees collected in a calendar month over that figure. Any agreed-upon supplementary hours are to be paid at the rate of \$ \_\_\_\_\_. Should any change in this arrangement be deemed necessary or desirable, both parties will agree and put in writing the altered terms.

Should the gross monthly income drop below the first figure above for three consecutive calendar months or average below that figure for

any six-month period, the employer may need to renegotiate the arrangements, or ask for a termination for financial reasons.

All client checks must be made to the employer and the date on the check or the date actually turned into the bookkeeper (whichever is later) will determine the month to which the check is credited. All fees are to be turned in daily if possible but definitely before the weekend. Cash payments will be receipted and signed by employer or by the office manager. Pay periods will be roughly twice a month as arranged with the financial manager. The employee will be responsible for accurately filling out insurance forms and other bills, having the supervisor sign them, and, if appropriate, pursuing them to collection. Collection agencies or other forced collection procedures will not be used unless authorized by employer, so the employee needs to be prepared for losses of all fees not collected at the time of service.

Trainee will use informed consents and other forms provided by the employer in order to ensure uniformity in the practice.

**3. Malpractice Insurance Coverage.** The employee is responsible for working with the employer's financial manager and arranging for malpractice coverage and administrative law protection equivalent to that which the employer carries. This can be arranged under the employer's existing policy or under a separate policy so long as the financial manager deems it to be essentially equivalent.

**4. Supervision.** The employer agrees to provide one hour of face-to-face individual supervision (a standard 45-minute session) and two hours of group supervision (a standard 90-minute session) weekly. The employee must arrange to accommodate the time schedule of the employer. Extra time can be scheduled by consulting the employer's calendar several days in advance. Emergency after-hours and weekend consultation supervision coverage will be arranged according to need.

If more ongoing time is deemed necessary by the employer, the financial overhead agreement will need to be revised.

**5. Files and Records.** All confidential files and records are and shall remain the property of the employer. The employee shall have the right to copy any and all parts of the records for his or her professional use at his or her expense. At the outset employee is responsible for providing complete copies of professional and personal files of any client brought into the practice. All laws and ethics of record maintenance are to be strictly maintained by both parties, with special reference to:

a. Information in writing must be given to all clients that employee is not licensed but working under the supervision of the employer and that all fees are to be paid to the employer.

b. Use of Client Information Questionnaire and Informed Consent contracts as well as supervisor's other standard file documents as required and approved by employer is necessary.

c. Original files are never to leave the employer's office under any circumstances. Copies are subject to all precautions to ensure their confidentiality. In the event materials for letter writing or evaluations need to be taken from the office, only copies may be removed and they must be kept stored in a large self-addressed, stamped envelope marked clearly, "Confidential Medical Records, Drop in Any Mailbox."

**6. Termination of Employment.** Either party has the right to terminate this agreement without cause upon thirty days' written notice delivered in person or by a certified agent to the other. The supervisor may terminate the contract immediately in the event of a breach in law or ethics.

This employment agreement, along with the laws, state regulations, ethics codes, and limitations of both parties' malpractice insurance, constitutes the entire agreement between employer and employee. No other informal or verbal agreements shall exist unless and until they are put into writing and signed by both parties. No unethical, illegal, or illicit agreements are authorized by this agreement. Should any activity, practice, or habit be discovered by either party that in any way violates

law or ethics or otherwise casts a shadow upon this agreement, it is the obligation of either party to bring the matter up for immediate discussion and clarification.

**Certification**

I hereby certify that I have accurately and truthfully represented myself with regard to the requisite training, education, and legal (licensing) status in the attached curriculum vitae which I have signed and dated. I hereby agree to abide by the above provisions for employment.

_____	_____
Employee	Date
_____	_____
Employer	Date

**Attach, sign, and date:**

- 1. Curriculum vitae**
- 2. References forms**