

# SAMPLE INTERN AGREEMENT

This Employment Agreement (herein "Agreement") is entered into by [insert name of employee] (herein "Employee"), and [insert name of practice, agency or individual employer] (herein "Employer"). This Agreement will become effective, and Employee will become employed by Employer on [insert date].

## Recitals:

WHEREAS, Employer engages in the business of [insert nature of business];

WHEREAS, Employee desires to become employed by Employer as its [insert job title] in the terms and conditions set forth in this Agreement, and Employer desires to employ Employee on such terms and conditions;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth here, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

## 1. Employment by Employer; At-Will Employment

1.1. *Employment At-Will.* By signing below, Employee understands and agrees that employment with Employer is at-will. Employment "at-will" means that either the Employee or the Employer may terminate the Employment Agreement at any time, with or without cause or notice. In addition, the Employer reserves the right to eliminate or change any term or condition of employment at any time with or without cause or notice. Employee further agrees and understands that only the [insert name of chief staff officer, such as the Executive Director, or owner of a private practice] has the authority to make any agreement contrary to the terms in this Agreement, and any modification of the at-will nature of employment must be made in writing and executed by the signature of [insert name of chief staff officer].

1.2. *Best Efforts.* Subject to the terms and conditions set forth in this Agreement, Employer agrees to employ Employee as its [insert job title], and Employee hereby accepts this employment. During his/her employment, Employee will devote his/her best efforts to performing his/her duties, as described below.

1.3. *Duties.* Employee shall perform such duties as are consistent with his/her position as [insert job title]. Such duties shall include, without limitation, [insert job duties and responsibilities].

1.4. *Employer Policies.* The employment relationship between the parties shall be governed by the general employment policies and practices of Employer, including, but not limited to, those relating to protecting confidential information of clients/patients. However, should any of the terms of this Agreement differ or conflict with such policies or practices, this Agreement shall control.

## 2. Compensation and Benefits

2.1. *Salary.* Employee shall receive for services rendered [insert wage and its basis i.e. hourly, percentage, etc.] payable on a twice-monthly [or more frequent] basis, subject to standard withholding for taxes, social security, and the like.

2.2. *Benefits.* [Outline benefit arrangements, such as sick or vacation time, retirement benefits, etc.].

3. *Reasonable Business Expenses.* Employee shall be reimbursed for documented and reasonable business expenses in connection with the performance of his/her duties under this Agreement and in accordance with Employer's general policies and practices regarding business expenses. [If expenses are to be approved in advance, please include appropriate language].

4. *Employer Responsibilities.* Employer agrees to provide Employee with clinical supervision in compliance with California law and regulations on a weekly basis in an ethical, professional and timely manner.

Employer is committed to providing supervision to support and enhance Employee's professional development. Employer will make every effort to work collaboratively with Employee, respecting Employee's therapeutic perspective, clinical style and professional integrity.

Employer acknowledges responsibility for each client's welfare and rights, and recognizes that the parties share a legal and ethical responsibility to each client/patient.

Employer agrees to remain current in all legal and ethical requirements for clinical supervision, and agrees to comply with the terms of the Responsibility Statement for Supervisors.

Employer agrees to sign the weekly summary of hours of experience each week, as required or permitted by California law and Regulation.

Employer agrees to review weekly case material as presented, and may also provide live supervision, or review audio/video tape recordings of Employee's sessions to better assess Employee's work.

Employer agrees to provide emergency on-call back-up whenever client safety, reporting obligations, or other urgent situations arise. However, Employee will not always be immediately available and cannot be on 24-hour call.

Employer agrees to evaluate the progress of supervision with Employee and to address areas of concern. Employer agrees to seek collegial consultation if issues develop in the supervisory relationship.

Employer agrees to make an effort to arrange for a substitute supervisor if Employer is unavailable due to illness or vacation leave.

Employer agrees to provide Employee with an office to see clients for a minimum of \_\_\_ hours per week. Employee's office hours are at Employer's discretion and may change.

6. **Employee Responsibilities.** Employee agrees to provide services to clients in an ethical, legal and professional manner.

Employee acknowledges responsibility for each client's welfare and rights, and recognizes that the parties share a legal and ethical responsibility to each client/patient.

<p>Employee agrees to remain current in all legal and ethical requirements regarding his/her work as a registered intern.</p> <p>Employee agrees to make his/her weekly summary of hours of experience available to be signed each week as a part of supervision.</p> <p>Employee agrees to provide Employer with weekly case material for review on a weekly basis, and agrees to provide audio/video tape recordings of Employee's sessions to Employer as requested.</p> <p>Employee agrees to contact Employer, or other emergency contact, should an emergency situation arise regarding client safety, reporting obligations, or other urgent situations. However, Employee understands that Employer will not always be immediately available and cannot be on 24-hour call.</p> <p>Employee agrees to provide marriage and family therapy services within his/her scope of competence.</p> <p>Employee agrees to comply with all laws and regulations, and ethical standards regarding the practice of marriage and family therapy by an intern, including, but not limited to, the prohibition against sexual contact with clients/patients.</p> <p>Employee agrees to attend weekly supervision sessions prepared and in a timely manner. Employee understands that supervision will include clinical issues and any topics of concern to Employer or Employee and Employee's professional development. Employee agrees to disclose relevant information even if Employee believes it would negatively impact Employee's ability to practice as a marriage and family therapist intern.</p> <p>Employee agrees to inform Employer of all new clients/patients prior to the second session.</p> <p>Employee agrees to treat only as many clients as he/she can handle in a professional manner, as determined by Employer. Employee agrees to terminate or refuse any client/patient that Employer and/or Employee determines to be beyond Employee's scope of practice, scope of competence, or when the client/patient is not a proper candidate for therapy in this setting. Employee understands and agrees that it is at Employer's sole discretion to determine if a client/patient is appropriate for Employee's caseload.</p> <p>Employee agrees to inform Employer of all client terminations and any sessions that are missed or cancelled by Employee or Employee's patients/clients during the supervision session immediately following the termination or missed appointment.</p> <p>Employee agrees to maintain adequate written records of all sessions, which facilitate review of each client's progress. Patient records shall include, but not be limited to, the session date, names of all persons present, patient histories, presenting issues, interventions, symptoms, diagnoses, treatment plans, progress, prognoses, and any suggested reading or "homework."</p>	<p>Employee agrees to maintain all necessary forms in client/patient files, including, but not limited to, informed consent/disclosure statements, consent to treatment with an intern, signed authorizations to release information, patient intake questionnaires, etc. Employee also agrees to complete a cover sheet for each client in duplicate, one for the file and one for the supervisor.</p> <p>Employee agrees to prepare a comprehensive treatment plan prior to the 4<sup>th</sup> session with each client. Employee agrees to periodically update each client's treatment plan as needed or as directed.</p> <p>Employee understands and agrees that any and all patient records/information are the sole property of Employer and are to be kept locked at Employer's office in the space provided for Employee.</p> <p>Employee agrees to submit for review by Employer all drafts of forms and written correspondence, prior to their use, regarding any patient/client seen in this practice. Further, Employee agrees to submit all written correspondence Employee receives from or regarding any client/patient seen in this practice.</p> <p>Employee agrees to seriously consider personal counseling should it be recommended by Employer.</p> <p>Employee agrees to keep all client/patient information and material confidential and in accordance with professional ethics and legal responsibilities.</p> <p>Employee agrees to seek consultation with his/her professional association as needed or suggested by Employer. Employee also agrees to consult with Employer when Employee must exercise judgment for such things as mandatory reporting, Tarasoff situations, transference and countertransference issues, including sexual approaches by a client, etc.</p> <p>Employee agrees to provide Employer with copies of his/her intern registration, malpractice insurance, and resume with references.</p> <p>Employee agrees to not arrange to hold sessions with any client/patient away from the office without Employer's prior knowledge and consent.</p> <p><b>7. Termination.</b> Both parties reserve the right to terminate the employment relationship at any time, with or without cause. Employee acknowledges and understands that his/her employment is at-will. Employer will be responsible for client/patient termination or transfer of care if Employer determines Employee is unable or unwilling to provide therapy. Employee is asked to provide at least 30 days written notice to Employer if he/she intends to terminate his/her employment.</p> <p><b>8. Signatures.</b> IN WITNESS WHEREOF, the parties now execute this Agreement, to be effective on the date it is last executed below by either party</p>
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<p>_____</p> <p>Printed Name</p>	<p>_____</p> <p>Signature of Employee</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Printed Name</p>	<p>_____</p> <p>Signature of Employee</p>	<p>_____</p> <p>Date</p>