

[PSYCHOLOGICAL ASSISTANT/ INTERN] EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ ("Employer") and \_\_\_\_\_, [a registered Psychological Assistant/ a registered intern], individually ("Employee"), with reference to the following facts:

**RECITALS**

A. WHEREAS, Employee is registered by the Board of Psychology as a psychological assistant, pursuant to California Business & Professions Code §2913, and regulations promulgated thereunder; and

B. WHEREAS, Employer is a licensed psychologist engaged in the practice of psychology in the State of California [a professional medical corporation organized under the laws of the State of California], with its principal place of business located at \_\_\_\_\_ ("Premises").

C. WHEREAS, Employer desires to employ Employee on a part-time basis to provide limited psychological *functions under* the immediate supervision of Employer to patients of Employer, and the Employee desires to be so employed by Employer.

NOW, THEREFORE, in reliance upon the aforementioned facts, and in consideration of the mutual promises contained herein, the parties agree as follows:

**1. DUTIES OF EMPLOYEE.**

(a) **Performance of Services.** Employee shall perform limited psychological functions under the immediate supervision of Employer ("Services"). Such services shall be performed on the Premises and at scheduled hours as may be agreed upon from time to time between Employee and Employer. Employee shall not

perform services at times or locations unless by express agreement of Employer.

(b) **Standards of Practice and Compliance With Laws.** Employee shall review with Employer the treatment of each patient treated by Employee. Employee shall ensure that Services performed hereunder are rendered according to established standards of quality psychological practice and in compliance with all applicable laws, governmental and quasi-governmental regulations, including laws and regulations governing licensure, the American Psychological Association Ethical Guidelines and with any policies promulgated by Employer with respect to the practice of psychology. Employee shall ensure that all services are reviewed by and meet Employer's approval.

(c) **Services Under Agreements With Third-Party Payors.** Employee shall cooperate fully with and participate in the provisions of such professional psychological services as Employer may be required to perform in accordance with the terms of agreements that Employer may enter into with each other or with prepaid health care plans, insurance companies, self-insured groups and other third-party payors.

(d) **Consent to Treatment.** Employee shall ensure that each patient reviews and signs the Consent to Treatment by a Psychological Assistant form attached herein as Exhibit B.

(e) **Request Assistance.** Employee shall request the assistance of Employer for any patient who Employee has difficulty treating. Employee shall immediately bring to the *attention of* Employer any instance of a patient expressing suicidal ideation, homicidal ideation, repressed memory, sexual feelings for Employee or the hospitalization of any patient.

(f) **Administrative Services.** Employee shall provide such reasonable administrative services as Employer shall require of Employee from time to time.

**2. DUTIES OF EMPLOYER.**

(a) **Office Space.** Employer will provide to Employee certain office space ("Office Space") located on the Premises for the performance of Employee's Services under this Agreement. The location of the Office Space may be changed from time to time.

(b) **Equipment.** Employer shall furnish and maintain such equipment as is reasonably required for the performance of Employee's Services under this Agreement ("Equipment"). Employer shall maintain and repair Equipment at its sole expense, provided that Employer shall not be responsible for any damage to the Equipment arising from the misuse of such Equipment by Employee.

(c) **Supplies.** Employer shall provide such medical and office supplies as are reasonably necessary for the performance of Employee's Services under this Agreement.

(d) **Clerical Personnel.** Employer shall provide all clerical, bookkeeping, collection and front office personnel. These persons will handle all patient billing, maintenance of patient records, collection of accounts receivable with respect to services performed by Employee.

(e) Transcribing Services. Employer will provide transcribing services.

**3. COMPENSATION FOR SERVICES.**

(a) Employee shall receive as full compensation for all services rendered hereunder by Employee the amount set forth in Exhibit A attached hereto ("Agreed Compensation").

(b) Employee shall file weekly with the business office of Employer a memorandum of all services performed by Employee pursuant to this Agreement. Employer shall bill for all professional fees. Under no circumstances shall Employee bill or collect fees from patients for Employee's services. On or before the fifteenth (15th) day of each month,

Employer shall present to Employee a statement of the professional fees charged and collected for Employee's services during the preceding month, together with a check representing the agreed compensation. Employer shall retain a portion of the professional fees collected, which shall be in consideration of the costs of administration, overhead, billing, collection, personnel, equipment, supplies and office space and professional collaboration.

(c) Employee shall be entitled to inspect the books and records of Employer during normal business hours at the business office of the Employer to verify the gross professional receipts received by Employer for services provided by Employee. Employer shall be entitled to inspect the books and records of Employee to verify the services rendered and any billing by Employee for services performed by Employee on the Premises or under this Agreement.

(d) Employee will be treated as a W2 Employee. Deductions will be made as required by law for Federal and State taxes and social security.

4. **BENEFITS.** Employee agrees that Employer shall not be required to provide Employee with vacation pay, holiday pay, sick pay or leave; malpractice, health, disability or life insurance; reimbursement for travel, educational conferences, entertainment, automobile, professional dues and fees; or other incidental business expenses.

5. **INSURANCE.** Employer shall obtain and pay for professional liability (malpractice) insurance during the term of this Agreement covering Employee and all of Employee's agents, independent contractors and employees, if any, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

6. **TERM AND TERMINATION.**

(a) This Agreement shall terminate automatically upon the occurrence of any of the following events:

(1) The revocation, suspension or non-renewal of the license or registration of Employee to practice as a psychological assistant in California;

(2) The death, disability or incapacity of Employee. Disability or incapacity shall be determined by Employer in good faith following any failure of Employee to perform services under this Agreement for a period of two weeks;

(3) The entering of an order or relief against Employee by any court of bankruptcy, the insolvency of Employee or the appointment of a receiver of Employee's assets;

(4) Upon the mutual agreement of the parties.

(a) Upon termination of this Agreement, Employee shall have sixty (60) days to remove his/her property from the Premises. Employee understands and agrees that any property of Employee not removed at the expiration of this sixty (60) day period shall be deemed to be the sole and exclusive property of Employer.

(b) Employee shall complete and submit to Employer all outstanding evaluations within thirty (30) days of termination of this Agreement.

(c) Upon termination of this Agreement, Employee shall be entitled to the Agreed Compensation pursuant to Section 3(a) above.

7. **ATTORNEYS' FEES.** If either party institutes a legal or other proceeding against the other because of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other. The proceeding need not proceed to a final judgment or award for the prevailing party to be entitled to attorneys' fees and costs.

8. **ASSIGNMENT.** Employee shall not assign his/her rights or delegate his/her duties under this Agreement without first obtaining the prior written consent of Employer. Employer shall have absolute discretion to grant or withhold such consent. Employer's consent to one assignment and delegation

will not be a consent to any subsequent assignment and delegation. Any attempt at assignment and delegation under this Agreement without Employer's prior written consent will be void.

9. **BINDING ON SUCCESSORS.** Subject to the provisions contained in Section 9, this Agreement will bind and inure to the benefit of Employer's and Employee's successors-in-interest.

10. **PATIENT RECORDS.** Employer shall maintain complete records for all of the patients seen by Employee pursuant to this Agreement consistent with the standards applicable in the community with respect to the maintenance of such records. Employer shall be and become the custodian of the records for the benefit of all patients. Employee shall be provided access to the records of all patients being treated and/or evaluated by Employee during the term of this Agreement. Following termination of this Agreement, Employee shall be provided access to the patient records only upon Employer's receipt of written instructions from the patient requesting that Employee be provided access to the patient's records and/or that the patient's records be delivered to Employee. Employee shall be responsible for the cost of the copying of any such records at the rate of \$.25 per page.

11. **NOTICES.** Whenever written notice is given by one party to the other, the notice will be given by personal delivery or by deposit in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested. Each notice shall be addressed to the party to whom it is to be given at the address stated below their signature on the signature page hereof. Notice personally delivered is effective upon delivery. Notice, which is mailed, is effective three (3) United States Post Office delivery days after the date of mailing. Either party may change its address from that stated above by giving written notice of the change to the other party in the manner required by this paragraph.

12. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which is an original, but both of which together

constitute one agreement.

13. **ENTIRE AGREEMENT.** This Agreement supersedes any other agreements between Employee and Employer regarding the subject matter of this Agreement. This Agreement *contains the* entire agreement between the parties related to the subject matter covered. This Agreement may be modified, but only by a written *instrument executed* by Employee and Employer.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first set forth above.

**EMPLOYER** \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYEE** \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**COMPENSATION SCHEDULE**

Employee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee shall receive, as compensation for the professional services provided pursuant to this Agreement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT B

CONSENT FOR TREATMENT WITH A [PSYCHOLOGICAL ASSISTANT/INTERN]

I, \_\_\_\_\_, authorize and request that \_\_\_\_\_, an unlicensed [psychological assistant/Intern] under the direct supervision and employment of \_\_\_\_\_, [Ph.D./ M.D./ M.F.C.C.], [a licensed psychologist/ licensed physician/ licensed marriage, family and child counselor], carry out psychological *examinations, treatments* and/or diagnostic procedures which now or during the course of my care as a patient are advisable.

I understand that the purpose of these procedures will be explained to me and be subject to my agreement.

I, \_\_\_\_\_, hereby give my written consent to have \_\_\_\_\_, an unlicensed [psychological assistant/intern], disclose any medical, psychological or personal information concerning me to \_\_\_\_\_, [Ph.D./ M.D./ M.F.C.C.].

This authorization expires on \_\_\_\_\_.  
It may be revoked at any time by written notification to \_\_\_\_\_ [Ph.D./M.D./M.F.C.C.].

I have read and fully understand this Consent For Treatment Form.

\_\_\_\_\_  
DATE Client Signature

\_\_\_\_\_  
DATE Supervisor Signature

\_\_\_\_\_  
DATE [Psychological Assistant/Intern] Signature