

Equine Assisted Psychotherapist Employment Agreement

The Equine Healing Collaborative
a 501(c)(3) nonprofit

Position Title: Equine Assisted Psychotherapist/Clinician

EHC Mission:

The EHC was created to provide a path to recovery, self-discovery, and personal growth through the use of Equine Assisted Psychotherapy. Clinical staff play a vital role in assisting the EHC in meeting its mission. The role of clinician is to gently guide clients along a personal path, helping them heal, regain personal strength, and find happiness.

Training and Probationary Periods:

- All clinicians (regardless of licensure status) are allowed 3 months of horse-handling training and EAP training prior to seeing clients.
- All paid clinicians will remain on a probationary status of 9 months from the date of hire. Health Insurance will begin the first of the month following 60 days from the date of hire for full time (50 billable hours) staff only.
- Full time staff must maintain full time status (50 billable hours per pay period or using PTO) in order to maintain health care benefits (3 pay periods per quarter below billing, employee will cover full cost of benefits).

Key Clinical Responsibilities:

- Maintain and provide weekly therapy sessions for a minimum of 25 billable hours (full-time only).
- Maintain and provide monthly group therapy for waitlisted individuals, attend and facilitate at least one retreat annually (unbillable hours).
- Act in accordance with professional ethics and legal responsibilities, including following mandated reporting laws, maintaining confidentiality, and electronic medical records.
- Remain in good standing with the California Board of Behavioral Sciences and keep current personal liability insurance.
- Attend all mandatory training and quarterly staff meetings.
- Utilize assigned horse at least one time daily in a clinical setting, including grooming and notifying the Executive Director of any health issues.

Key Equine Responsibilities:

- Tend to and prioritize our equine partners' social and emotional needs.
- Abide by all safety and horse handling training requirements.
- Groom each equine during every EAP session, including picking feet.

Physical Demands and Working Environments:

- The ability to lift 50 pounds regularly
- The ability to respond quickly to sounds and movements
- The ability to move safely over uneven terrain or in confined spaces in all weather conditions
- The ability to traverse up and down an incline over uneven terrain
- The ability to see, respond to, and move away from dangerous situations
- The ability to pull or push 100 lbs 5 feet
- The ability to work in outdoor weather conditions
- The ability to regularly position oneself to clean a horse's feet, squatting and bending over while safely holding the horse's foot

Compensation:

- Responsibilities for compensation include:
 - Progress notes must be updated within 72 hours of session.
 - All progress notes for the week Saturday through Friday must be submitted Saturday by 5:00 pm.
 - Entry of payment (if needed) must be entered within 72 hours of session.
 - Administrative Time:
 - Clinicians billing 0–15 clinical hours per pay period will be paid 1 hour of administrative time
 - Clinicians billing 16–49 clinical hours per pay period will be paid 2 hours of administrative time
 - Clinicians billing 50+ hours per pay period fall under full-time status (see below)
 - Full-Time Status & Compensation:
 - Clinicians who meet full-time status are eligible to receive a fixed weekly salary equivalent to 80 hours per pay period at an hourly rate outlined in contract, contingent on meeting a minimum of 50 billable clinical hours per pay period.
 - If the billable threshold is not met, the Clinician will revert to their standard hourly rate for actual hours worked with pay structure addressed below.
 - **Full time staff must maintain full time status** – defined as 50 billable hours per pay period plus applicable PTO (approved by Executive Director – to retain healthcare benefits. If an employee falls below this threshold for a third pay period within any rolling three-month period, they will be responsible for covering the full cost of their healthcare benefits for that pay period. The EHC will resume its portion of benefit costs when the employee resumes meeting full time criteria of no more than 2 pay periods below full time billable hours within any rolling three-month period.
- Compensation ranges are determined by licensure status (administrative hours are determined by billable hours):
 - Trainee/Intern: \$30.00-\$37.00
 - Less than 10 billed hours weekly volunteer
 - 50 billable hours per pay period (contracted rate) per hour for 80 hours
 - Less than 50 billable hours per pay period contracted rate per hour
 - Associate: \$35.00-\$60.00
 - 50 billable hours per pay period (contracted rate) per hour for 80 hours
 - Less than 50 billable hours per pay period contracted rate per hour
 - Licenced: \$40.00-\$70.00
 - Less than 10 billed hours weekly volunteer (with signed volunteer agreement)
 - 50 billable hours per pay period (contracted rate) per hour for 80 hours
 - Less than 50 billable hours per pay period (contracted rate) per hour



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Please initial and sign that you have read, understand, and agree to the expectations and requirements of this position. If you are unable to meet these expectations, it is your responsibility to discuss reasonable accommodations and safety of employment / trainee work with the Executive Director.

EHC Mission: _____ (initials)

The EHC was created to provide a path to recovery, self-discovery, and personal growth through the use of Equine Assisted Psychotherapy. Clinical staff play a vital role in assisting the EHC in meeting its mission. The role of clinician is to gently guide clients along a personal path, helping them heal, regain personal strength, and find happiness.

Training and Probationary Periods: _____ (initials)

- All clinicians must commit to roughly 3 months of horse-handling training and EAP training (shadowing) prior to seeing clients.

Key Clinical Responsibilities: _____ (initials)

- Maintain and provide weekly therapy sessions for a minimum of 25 clients and/or billable hours.
- Act in accordance with professional ethics and legal responsibilities, including following mandated reporting laws, maintaining confidentiality, and electronic medical records.
- Remain in good standing with the California Board of Behavioral Sciences and keep current personal liability insurance.
- Complete all administrative tasks as assigned by executive director

Supervision & Training: _____ (initials)

- EHC offers clinical supervision by qualified supervisors as a service to associate clinicians; however, participation in supervision at EHC is optional for hourly staff. If the Clinician chooses to receive supervision through EHC, those hours are unpaid and must occur outside of paid clinical work hours.
- The Clinician is solely responsible for securing and tracking their required supervision hours for BBS licensure. If supervision is obtained outside of EHC, the Clinician must ensure that their supervisor meets BBS criteria and is informed about the Clinician's duties at EHC.
- EHC may provide optional staff training and team meetings. These are required for full-time staff but optional for hourly employees.
- Clinical supervision is **offered purely as a courtesy, is not a condition of employment, and is conducted entirely outside of paid work hours.**

Key Equine Responsibilities: _____ (initials)

- Tend to and prioritize our equine partners' social and emotional needs.
- Groom each equine during every EAP session, including picking feet.
- Participate in at least three months of training prior to seeing clients.

Physical Demands and Working Environments: _____ (initials)

- The ability to lift 50 pounds regularly
- The ability to respond quickly to sounds and movements
- The ability to move safely over uneven terrain or in confined spaces in all weather conditions
- The ability to traverse up and down an incline over uneven terrain
- The ability to see, respond to, and move away from dangerous situations
- The ability to pull or push 100 lbs 5 feet
- The ability to work in outdoor weather conditions
- The ability to regularly position oneself to clean a horse's feet, squatting and bending over while safely holding the horse's foot

Compensation: _____ (initials)

- Compensation ranges are determined by licensure status:
 - _____ billable hours per pay period (two weeks) _____ per hour for 80 hours
 - Less than _____ billable hours per pay period _____ per hour and _____ admin per hour
 - Trainees only, less than 20 billable hours each pay period, volunteer
 - 401 K Retirement
 - 50% of Gold Trio HMO 1000/35 for any Blue Shield HMO employee selected plan, full time only.
 - Paychex additional benefits

PTO & Sick Leave _____ (initials)

Paid Time Off (80 Hours Each Year)

- Vacation: 40 hours per year, front-loaded at the start of employment or each calendar year. Vacation rolls over if unused, up to a maximum cap of 60 hours. Once the cap is reached, accrual pauses until some time is used. Any unused balance is paid out if you leave employment.
- Sick Leave: 40 hours per year, front-loaded at the start of employment or each calendar year. Sick leave does not roll over and is not paid out if you leave.

General Guidelines

- Request vacation in advance when possible. Sick leave can be called in as needed.
- A new contract during the year does not restart or grant an additional 80 hours. Any previously used hours count toward the annual cap.

Image Consent: _____ (initials)

I give The Equine Healing Collaborative (EHC) expressed permission to use my image, likeness, or voice in photographs, videos, or other media, including for promotional, educational, or fundraising purposes. I understand that these materials may be used in print and digital formats, including social media and EHC's website.

Do not initial if you do not wish your image to be used.

1. Voluntary Agreement

The undersigned acknowledges that this Arbitration Agreement is voluntary; they have been given a reasonable opportunity to review it before signing and are encouraged to consult legal counsel. This Agreement is not a precondition of employment placement or continued employment, and the undersigned is free to decline to sign without penalty.

2. Mutual and Bilateral Arbitration of Employment Disputes

Subject to the exceptions below, any dispute between the Company and the Employee arising out of employment (including but not limited to wage and hour, discrimination, harassment, retaliation, wrongful termination, etc.) shall be resolved by binding arbitration under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and administered by the American Arbitration Association ("AAA") (or JAMS, if elected). Both parties retain equal rights to initiate arbitration.

3. Fees and Costs

The Company will timely pay all filing, administrative, and arbitrator fees (including hearing and award fees) that are unique to arbitration, ensuring the Employee's total arbitration costs do not exceed what they would have incurred filing in court. If the Employee incurs fees in bad faith or frivolous claims, reimbursement can be required.

5. Discovery and Arbitration Standards

The arbitration shall provide the Employee with adequate discovery—including document production, depositions, and interrogatories—as needed to vindicate statutory rights; a neutral arbitrator; a (minimum) written decision with factual and legal basis; and the full range of remedies available in court. Limited judicial review is permitted as required under SB 365

6. Exceptions and Carve-Outs

The following claims are excluded from this Agreement and may be pursued in court:

- Representative PAGA claims (non-individual public enforcement claims)
- Workers' compensation and unemployment insurance claims.
- Claims to enforce intellectual property, trade secrets or confidentiality, if the Company provides a cognizable justification under Ramirez (2022)

7. No Duress, No Unconscionability

This Agreement is not unconscionable in its formation or terms. It is mutual, fair, of reasonable font and presentation, without shortened limitations periods, and devoid of surprise or pressure .

8. Governing Law

This Agreement is governed by the FAA and California law, as applicable. If any term is found unenforceable, the remainder will be enforced to the greatest extent possible, unless pervasive unconscionability requires voiding the entire Agreement .

9. Effective Date and Acknowledgement

This Agreement becomes effective on the date the Employee signs it, separate from any offer letter. By signing below, the Employee confirms understanding of all provisions, including that arbitration is final and binding, fees are covered, adequate process is guaranteed, and PAGA representative claims are excluded.

Full Time Position: This is a **salaried, non-exempt** position. The annual salary for full-time clinicians is based on an expected workload of 80 hours per two-week pay period, which includes direct client contact, documentation, administrative duties, supervision (if applicable), and required meetings or trainings. Clinicians are required to accurately track all hours worked. Any time worked **in excess of 8 hours per day or 40 hours per week** must be reported and will be compensated at the applicable **California overtime rate**. Failure to obtain prior approval for overtime may result in disciplinary action, but **all hours worked will be compensated** in accordance with California law.

If the billable threshold is not met for actual hours worked.” Example: a clinician bills 49 hours and wants to maintain full-time status, the clinician would need to claim 29 hours of PTO and 2 hours of admin time. If a clinician is concerned about meeting the 50 billable hours threshold during a pay period, s/he must consult with the Executive Director regarding the number of admin hours above the standard paid as well as use of PTO. All PTO must be requested in writing.

I agree to accept a full time position (50 billable hours per pay period)

I agree to accept a part-time position

I agree to volunteer (Licensed or Trainee only)

Signature: _____ Date: _____

Printed Name: _____

Volunteer Agreement for Unpaid Licensed Clinicians

The Equine Healing Collaborative

This agreement outlines the terms and conditions under which the undersigned Unpaid Licensed Clinician volunteers professional services at The Equine Healing Collaborative (“EHC”), a nonprofit organization dedicated to providing mental health services through animal-assisted psychotherapy and rescue animal care.

1. Volunteer Status

The undersigned agrees to provide services on a volunteer basis, with no expectation of compensation or employment. This includes wages, stipends, honoraria, or other financial benefits. The undersigned acknowledges that they are not in a paid position at the EHC for any reason.

2. Licensing & Scope of Practice

The undersigned affirms that they are currently licensed and in good standing with the appropriate California licensing board (BBS). Services provided will remain within the clinician’s legal and ethical scope of practice.

License Type: LMFT LCSW LPCC

3. Role & Responsibilities

Volunteer services may include (check all that apply):

- Co-facilitating psychotherapy groups
- Providing individual psychotherapy sessions
- Participating in community outreach or events
- Supporting crisis intervention or debriefing
- Other: _____

All services will be conducted in accordance with HIPAA guidelines, EHC policies, and professional ethical codes.

4. Liability & Insurance

The clinician agrees to maintain their own professional liability insurance and understands that EHC also maintains organizational insurance to cover services delivered on site.

5. Termination

This agreement may be terminated by either party at any time with written notice. EHC reserves the right to end volunteer services if they are not aligned with organizational standards or client safety.

6. Confidentiality

The clinician agrees to maintain the confidentiality of all client information, organizational records, and sensitive data obtained through volunteer work.

Acknowledgment & Signature: The services I provide as a volunteer are done freely, without coercion, and for civic, charitable, or humanitarian reasons. I understand I am not entitled to compensation, and I waive any claim for payment now or in the future for services rendered in this volunteer role.

Name (Printed): _____

Signature: _____

Date: _____