



CCES CANDIDATE / CONSULTATION AGREEMENT

This Agreement is between _____, a Certified Clinical ERCEM Specialist (CCES) candidate (hereinafter referred to as “Candidate”) and the Early Recovery Couples Empathy Model (hereinafter referred to as ERCEM) approved CCES Consultant (hereinafter referred to as “Consultant”) for participation in the process of becoming a CCES. The parties agree and understand the following:

I. The Candidate will receive only clinical consultation, both in individual and group sessions, from ERCEM Consultants. The parties understand that the Candidate will not receive any clinical supervision, and the presence of any senior counselor and/therapist is not intended as supervision in any form. The ERCEM Consultants will not be providing supervision services and therefore will not be taking on clinical supervisory responsibility for the standard of care that Candidate provides to his/her clients. Candidate agrees that both ERCEM Consultant and ERCEM are not in any way responsible for the standard of care Candidate provides to his/her clients in any clinical setting. Candidate is expected to follow all state and federal ethical guidelines with respect to the standard of care provided to his/her clients as stated in Paragraph Three (III) below.

II. The ERCEM Consultant will provide the Candidate the following: (1) help Candidate to further his/her clinical knowledge and clinical skills in the Early Recovery Couples Empathy Model for treating couples affected by sex addiction and betrayal trauma and (2) make a recommendation to the ERCEM board regarding whether or not Candidate has met the requirements for certification as a CCES.

III. Candidate agrees to adhere to all legal and ethical standards as required by the state/province in which they practice and at least one professional association (ACA, APA, AAMFT, NBCC, NASW, or comparable body) as well as any relevant legal and ethical standards. Candidate is bound by the laws and standards of the state where he/she is licensed/certified.

IV. Candidate agrees to have current and valid malpractice insurance with coverage limits consistent with local professional standards at all times during this process. A copy of said policy must be provided to Consultant prior to participation in the process of becoming a CCES. Any modification to said policy may only be made with the prior consent of Consultant prior to the effective date of the modification. Failure to adhere to this requirement shall be deemed a material breach of this Agreement and grant Consultant the authority to terminate the Agreement at its sole discretion.

V. In the event of any dispute under this Agreement, it shall be resolved by arbitration. Any disagreement which may arise out of this agreement shall be submitted to arbitration and shall be enforceable under the laws of the State of IN. Judgment on the award shall be entered into by the said court and the decision of the arbitrator shall be a condition precedent to legal rights. The parties shall submit disputed matters under the Rules of the American Arbitration Association and the losing party shall pay both parties' attorneys' fees and costs.

VI. Modifications and waivers of any provisions of this agreement must be made in writing and agreed to by both parties and attached hereto. Failure to enforce any provision of this Agreement shall not be considered a waiver of its enforceability.

VII. Candidate will hereby hold harmless ERCCEM, the Consultants, and the members of the ERCCEM Faculty and Staff for any acts according to said standards and indemnify ERCCEM and the members of the ERCCEM Faculty and Consultants for any damages, attorney fees, or other costs resulting from a breach or violation this agreement.

VIII. In case any provision in this agreement shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Candidate's Printed Name

Candidate's Signature

Date

Consultant's Printed Name

Consultant's Signature

Date