

Certification Application for CES
(Certified Equine Specialist)
Intermediate to Advanced Certification CES and CES II



NACPET
National Association of Certified
Professionals of Equine Therapy

CES I and II

Revised: 09/15/17

FORMS/DOCUMENTS TO BE SUBMITTED FOR CES or CES II

Check off list and Payment options below:

- Completed and Signed Application Form (Section 1 * for Renewal Only)
- Copies of all Certificates of Trainings in Equine Therapy
- Copies of Current Certifications and/or Licensers in the Mental Health Field, if applicable *
- Copy of Current Valid Photo ID *
- Signed Code-of-Ethics *
- Patient's Rights
- Proof of Liability Insurance *
- Signed Statement of Understanding
- Release of Liability.
- Scope of Practice *
- If Renewal, complete section 1 of Application and provide copies current Certification or License, Proof of Liability Insurance, Expired CES Certification Certificate and specified(*)signed documentation.
- Payment

FEES:

Initial Certification Fee > \$100.00 or Renewal Fee > \$75.00 (Submitted with this application or paid online with printed receipt submitted with application at www.nacpet.org) If you received EAC-1/EAT-1 Training from Pegasus ECT, your Initial Certification Fee is waived. Please only submit a \$50.00 Application Fee, if waived.

METHOD OF PAYMENT:

1. ___ Check ___ Money Order (Mail with fee to: NACPET Inc., 2299 Hunter Road; Lewisburg, TN 37091
2. ___ Visa ___ MasterCard ___ Amex ___ Discover (Mail to address above or email to:

Mickey@nacpet.org)

Card Number _____

Expiration Date _____ 3 or 4 digit Security Code on Back _____

Total Amount Authorized to Charge: _____

Name as it appears on Card: _____ Signature: _____

Billing address for card: _____

Email Address (Optional): _____ (We can email
Updates/Approval Letters)

PLEASE ALLOW 2-6 WEEKS PROCESSING.
RETURNED CHECKS/DECLINED CREDIT CARDS WILL RESULT IN A \$30.00 ADDITIONAL FEE. ALL FEES ARE NON-REFUNDABLE.

Certified Equine Specialist must provide certificates or degrees or Resume w/References with at least 5 years of experience in the Equine Field.

SECTION 3. Academic Education and/or Licensure/Certification: Please also provide information identifying your academic hours of formal education in the Equine Sciences. This course work and/or degrees must have been completed at an accredited college-level institution. Provide any certificates of completion and/or degrees, and copies of current licensure or certification (if applicable). If you do not have an Educational Certification or Degree in the Equine Sciences, please Attach a Resume w/References with at least 5 years of experience in the Equine Field. . Use additional paper, if necessary. **Do not include any Equine Therapy training information on this section.**

<i>Name of Institution completed</i>	<i>Course(s)/Degree(s)</i>	<i>Hours or Units</i>	<i>Date</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<i>Name of Licensing or Certification Board</i>	<i>License/Certification #</i>	<i>Expiration Date</i>
_____	_____	_____
_____	_____	_____

SECTION 4. Equine Therapy Training: CES must have undergone Basic to Intermediate training in Equine Therapy by PEGASUS ECT/PATH/EAGALA/OK CORRAL SERIES/other approved organizations (Call NACPET for details. Please list information requested regarding the training you have received and use additional paper, if necessary. These hours do go toward the Experiential Training (Documented Therapy Hours) Requirement for Advanced Certification. Please submit certificates of training with this application. 20-24 Clock Hours are needed.

<i>Name of Organization</i>	<i>Level of Training</i>	<i>Hours</i>	<i>Date Completed</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 5. Photo ID:: Please include a valid photo ID with your application. This photo ID will be used by NACPET, INC. to identify you. We will keep your photo ID in your file, and it will not be returned.

SECTION 6. Specialization: Please check the area(s) of Equine Therapy in which you specialize. You may choose one or more areas. If your area is not listed, please identify the area of specialty on the blank lines provided. Use additional paper, if necessary.

- | | |
|--|---|
| <input type="checkbox"/> Adolescents/Children | <input type="checkbox"/> Depressive Disorders |
| <input type="checkbox"/> Chemical Dependency | <input type="checkbox"/> Other Disorders, please Specify _____ |
| <input type="checkbox"/> Dual Diagnosis/Co-Occurring | <input type="checkbox"/> Physically Challenged |
| <input type="checkbox"/> Eating Disorders | <input type="checkbox"/> Grief Recovery/Counseling |
| <input type="checkbox"/> Life Coaching | <input type="checkbox"/> Other Addictions, Please Specify _____ |
| <input type="checkbox"/> Elderly | <input type="checkbox"/> _____ |

SECTION 7. Declaration of Authenticity: The undersigned applicant declares that the information provided in the application and with the supporting documentation is true and authentic. The applicant understands that if at any time it is shown that the information or documentation provided is not true or is misrepresented, any fees that have been paid by the applicant will be forfeited, and certification as an Equine Specialist may be revoked.

Applicant Signature: _____ **Print Name** _____ **Date** _____

Certified Equine Specialist or CES II
STATEMENT OF UNDERSTANDING

NACPET, Inc.

This document is to assist you in understanding your responsibilities and the criteria/requirements for certification. You must read and initial each of the following statements.

ETHICS AWARENESS

As part of NACPET, INC., you will be required to read and sign a Code of Ethics. Please be aware that most certification/license programs require the same during the process.

- I understand that I and those I deem appropriate must follow and maintain NACPET's Code of Ethics at all times during my certification period, as a Certified Equine Specialist.
I understand it is my responsibility to ensure that the Code of Ethics is followed and maintained.
I understand my Certification or opportunity to be Certified as an Equine Specialist can be made null and void, per the NACPET Director's discretion, if the Code of Ethics is not followed.
I understand if I am unable to meet the responsibility noted above, it is in the best interest of NACPET, Inc. and others who are Certified to reconsider my certification at this time.
I understand if I want to discuss this matter confidentially, I may contact NACPET at (714) 620-4353

CRITERIA/REQUIREMENTS FOR CERTIFICATION

- I understand that a Certified Equine Specialist (CES) is a specialized Horse Professional that demonstrates the highest standards in experience, training, safety, continued education and ethics in the field they specialize in. CESs who specialize in Equine Therapy work directly with people of all ages to promote growth and development utilizing a short-term and intensive therapeutic modality. CESs that are not specialized in Equine Therapy maintain the highest skills in their field of expertise. The experience and qualifications of each CES is documented thoroughly and supervised by the certification board of NACPET.
I understand that I will need to disclose my full legal name, permanent address, phone number(s), email address (if applicable), DOB, and Social Security number.
I understand that there is an application fee of \$50.00, if I qualify for a waiver. (First-time Applicants only).
I understand that there is a certification fee of \$100.00, unless I qualify for a waiver. Waiver is available if you received your EAC-1/EAT-1 Training through Pegasus ECT ONLY.
I understand that my certification must be renewed every two years and there is a renewal fee of \$75.00 (Good for 2 years from the date submitted)
I understand that there is a Late fee of \$50.00 additional to Renewal, if I am past due 180 days.
I understand that my NACPET membership is included in my Certification Fee.
I understand that all fees are nonrefundable.
I understand that if I am specializing in Equine Therapy, I must supply copies of certificates of training in Equine Therapy from an approved organization. (First time applicants only)
I understand that if I do not have Academic Certifications or Degrees in the Equine Sciences, I must submit a Resume w/References showing at least 5 or (10 for Advanced) years of Experience in the Equine Field.
I understand that I must submit a signed original of the Uniform Code of Conduct.
I understand that I must submit a signed original of the Statement of Understanding. (First time applicants only). If form is revised, you will receive an updated form to be signed and returned prior to you receiving your Renewal Certification Certificate.
I understand that I must submit a signed original of the Code of Ethics.

_____ I understand that I must submit a signed original of the **Patient's Rights**. (A copy of this form should be posted where it is visible to all clients and staff) *(First time applicants only)*. ***If form is revised, you will receive an updated form to be signed and returned prior to you receiving your Renewal Certification Certificate***

_____ I understand that I must submit a signed original of the **Statement of Release of Liability**. (First time applicants only). *(First time applicants only)*. ***If form is revised, you will receive an updated form to be signed and returned prior to you receiving your Renewal Certification Certificate.***

_____ I understand that I must submit and complete an **Incident Report** for any accident with horses I work with. (This form will be mailed to you upon approval of your application).

_____ I understand that I must submit current valid photo ID. A Driver's License is appropriate.

_____ I understand that I must disclose the area(s) of Equine Therapy in which I specialize in on the application. I may choose one or more areas. If my area is not listed, I must identify the area of specialty on the blank lines provided.

_____ For Renewal Applications, I understand that I must supply copies of documentation of **40 or 60 for Advanced hours** of continued educational units (CE's) in the Equine Field I specialize in, or **600 or 800 for Advanced hours** of direct work in the field I specialize in within the past **2 years**, which is verified by a professional in my field in a letter form that is sealed and signed in a separate envelope.

_____ I also understand that all fees are nonrefundable.

_____ I understand that in the event that NACPET staff must personally view/inspect the Certified Equine Specialist for any reason after Initial Certification, the Certified individual may be financially responsible for any and all expenses incurred or forfeit certification. *(Expenses average between \$200.00 and \$3500.00 depending on location of travel for NACPET staff)*. In the event that any **deficiencies** are found, the individual/organization will have a certain amount of time to correct the problem. There are two types of deficiencies: **Class A** and **Class B**: Class A deficiencies can result in immediate loss of certification, if deemed necessary per NACPET Board members. However, most Class A deficiencies will have **(3) days** to correct the problem. Class B deficiencies receive **(30) days** to correct the problem. Any deficiency that has not been corrected in the designated period of time will result in the loss of Certification with NACPET. A list of deficiencies will be provided with approval of certification.

_____ I understand that I must document on every horse in my Equine Therapy Program at least x1 weekly and on every Equine Therapy Session a Horse does throughout the week.

_____ I understand that I must Document and keep up to date Equine Health Records. (An Example form will be sent after approval of certification.

_____ I understand and declare that the information provided in the application and with the supporting documentation is true and authentic. I understand that if, at any time, it is shown that the information or documentation provided is not true or is misrepresented, any fees that have been paid will be forfeited by the applicant, and certification as an Equine Specialist may be revoked.

I confirm that I have read, understood and initialed each of the items listed above and that it is my responsibility to retain a Copy of this document for my records. I am aware if I do not initial each item, my application to NACPET, INC. will not be accepted.

Applicant's Signature: _____

Dated: _____

NACPET Staff: _____

Dated: _____

Code of Ethics for Members of NACPET/CTHA

I, _____ do hereby agree to the following:
(Print Name)

That I will:

- Not discriminate against any client or professional based upon their race, religion, age, sex, handicaps, national ancestry, sexual orientation or economic condition.
- Insure objectivity and integrity, and maintain the highest standards in the services of Equine Assisted Counseling/Therapy//training/ instructing and/or Equine Therapy.
- Recognize that the profession is founded on national standards of competence, which promote the best interest of society, the client, professionals and the profession as a whole.
- Recognize the need for ongoing education as a component of professional competency.
- Do my best to prevent the practice and/or the treatment of mental/medical/physical health by unqualified persons. This includes the training and instruction of clients and horses.
- Report any unethical conduct or unprofessional modes of practice to appropriate authorities, which includes reporting any and all unethical conduct/violations to NACPET and/or CTHA.
- Report any and all harmful incidents involving the Therapy Horse(s) utilized in my profession to NACPET and/or CTHA immediately, according to my agreement for certification.
- Recognize my own boundaries and limitations and not offer services outside of my competencies. This also includes the recognition of any and all limitations and personality traits of the Therapy Horse(s) utilized in my profession that may compromise the client's safety.
- Recognize the effect of professional impairment with regards to unprofessional performance and be willing to seek appropriate treatment for myself or for my colleagues.
- Uphold the legal and accepted moral code, which pertains to professional conduct.
- Not claim directly or by implication, professional qualifications/affiliations that I do not possess.
- Be responsible and professional regarding how I present myself and the Therapy Horse(s) utilized in my practice in any possible publications, books or media.
- Respect the integrity and protect the welfare of the clientele with whom I am working.
- Be concerned primarily with the welfare of the client in the presence of professional conflict.
- Terminate counseling or consulting relationship when it is reasonably clear that the client is not benefiting from it.
- Assume responsibility in referral cases for the client's welfare either by termination of consulting relationship by mutual agreement and/or by the client becoming engaged with another professional. In situations when the client refuses treatment, referral or recommendations, I should carefully consider the welfare of the client.
- Obtain a release of information in written form and a consent to contact in written form before discussing client or client welfare with any other person whether this person is professional or not.
- Not use a client in a demonstration role in a workshop setting where such participation would potentially harm the client emotionally or physically.

- Collaborate with other health-care/horse professionals in providing a supportive environment for the client who is receiving approved prescribed medication that may jeopardize the client's safety.
- Protect the privacy of the client and will not disclose confidential information acquired in teaching, practice or investigation; unless you have expressed written consent from your client.
- Inform the client and reach an agreement in areas likely to affect the client's participation in Equine Therapy/training/instruction including the recording of an interview, the use of interview material for training purposes, and the observation of an interview by another person.
- Make provisions for the maintenance of confidentiality and the ultimate disposition of confidential record after 5 years.
- Reveal information received in confidence only when there is clear and imminent danger to the client or to other persons, and then only to appropriate professional workers or public authorities, according to your Certification or License in the State or Country you are Certified or Licenced.
- Discuss information obtained in clinical or consulting relationships only in appropriate settings, and only for professional purposes squarely concerned with the case. Written and oral reports should present only data for the purpose of evaluation and every effort should be made to avoid undue invasion of privacy.
- Inform prospective clients of the important aspects of the medical/clinical/professional relationship.
- Not to enter into a professional or personal relationship, if this relationship should have potential to jeopardize your current Certification and/or Licensing Board, NACPET and/or CTHA, or the client's welfare for a period of 2 years after final services are rendered; unless current certification or licensing Board indicates otherwise.
- Not to engage in any type of sexual activity with the client EVER.
- Cooperate with your state or country's Alcohol and Drug programs, Board of Behavioral Sciences, Certification and or Licensing Board, NACPET, CTHA, OK CORRAL SERIES, EAGALA/PATH professional ethics committees and their code of ethics.
- Not to accept any private fee or any other gift or gratuity for professional work with a client who is entitled to such services indicated by a contract that was initiated by you and your client.
- Discuss any former client with the Director of NACPET and/or CTHA, after obtaining appropriate signed consent, before engaging in any personal, professional or business relationship.
- Be responsible and accountable in maintaining any and all requirements for certification and membership with NACPET and/or CTHA.

I have read and understand these suggestions; I have retained a copy for my records.

Applicant's Signature: _____ Dated: _____

NACPET/CTHA, Inc. President: _____ Dated: _____

Patient's Rights

In Accordance with NACPET's Code of Ethics, California and other State or Country's Regulations and Statement of Understanding, each person receiving receiving any kind of Equine Therapy or Horse Professional Services shall have rights, which include, but are not limited to, the following:

The right to confidentiality as provided for in Title 42, Section 2.1 through 2.67-1, of the Code of Federal Regulations, which includes HIPPA (Compliance Date: 2004).

To be accorded dignity in personal relationships with staff and other individuals.

To be accorded safe, healthful, and comfortable accommodations to meet his/her needs.

To be free from intellectual, emotional and/or physical abuse. This includes gossip and/or slander.

To be informed by the licensee of the provisions of law regarding complaints including, but not limited to, the address and telephone number of NACPET, Inc.

To be free to express religious ideals and participate in activities of his or her choice. Participation in religious ideals and/or activities will be voluntary only. This applies to Professionals that specialized in Equine Therapy; which includes, *counseling/therapy or Life/Recovery Coaching or Grief Counseling/Recovery* with clients.

Complaints

In accordance with NACPET's Code of Ethics and California State or other State or Country's Regulations and Statement of Understanding, any individual may request an inspection of an Certified Equine Professional, a Therapy Horse owner, or an Organization. If the stated are unwilling to be investigated, then they will forfeit Certification through NACPET, Inc. All complaints will be investigated and can be submitted anonymously. Complaints should be directed to:

**NACPET, Inc.
Certification Branch
2299 Hunter Road
Lewisburg, TN. 37091**

**Attention: Complaint Coordinator
(714) 620-4353
Or email: Mickey@nacpet.org**

Acknowledgement

I _____ have been personally advised and have received a copy
(Print Name)
of the Patient's rights and have been informed of and presented with the provisions for complaints made by clients at the time of their participation and/or visit with (an) Individual/Organization/Horse Owner(s) who is/are currently providing therapy for them and are members of NACPET, INC.

Member's Signature

Date

NACPET Board Member Signature

Date

Statement of Release of Liability

WITNESS THIS AGREEMENT this _____ day of _____, 20_____,

by and between Equine Specialist/Equine Assisted Counselor/Therapist (certified or an intern), hereinafter referred to as Releaser, and NACPET Inc., hereinafter referred to as NACPET. For consideration received, and in return for the use, today and on all future dates, of certification and services of NACPET and Releaser’s, hereby agree to the following: (Please Initial by each number)

(_____)1. Inherent Risks and Assumption of Risk: The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in injury, harm or death to persons on or around them, the unpredictability of equine(’s) reaction to such things as sounds, sudden movement, unfamiliar objects, persons and other animals, certain hazards such as surface and subsurface conditions, collisions with other animals, the limited availability of emergency medical care, and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

Releaser acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Releaser assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising therefrom. Releaser agrees to abide by and follow NACPET rules and regulations, which are in the application packet and may be revised from time to time. Releaser further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Releaser. Releaser assumes all risks therefore and warrants that a full and fair disclosure of the Releaser’s abilities has been made to NACPET.

Releaser expressly releases NACPET from any and all claims for personal injury or property damage, even if caused by negligence, (if allowed by the laws of the State or Country/Providence), of NACPET or its representatives, agents or employees.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

- (____) 2. Releaser agrees to indemnify and defend NACPET against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Releaser's use of certification by NACPET.

- (____) 3. In the event Releaser is using Releaser's own horse, or (a) horse(s) not owned or leased by NACPET, Releaser warrants said horse(s) be free from infection, and contagious or transmittable diseases. NACPET reserves the right to refuse access or use of any horse for certification that does not appear to NACPET to be in good health, or is deemed dangerous or undesirable.

- (____) 4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Releaser agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$100, 000 for damages such as pain and suffering.

- (____) 5. Releaser agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

Professional/Interns Signature

Date

Witness's Signature

Date

NACPET Inc., Staff

Date

SCOPE OF PRACTICE

Certified Equine Specialist/CES II/Interns

PURPOSE

To assure a consistent standard of quality education, training and experience for Certified Equine Specialist and Interns. Certification is necessary to safeguard public health, safety, and welfare, and to protect the public from unauthorized service delivery by non-certified and/or untrained Equine Specialists/Interns, and unprofessional conduct by Certified Equine Specialist/Interns.

REQUIREMENTS

- CESs/Interns specializing in Equine Therapy must Complete a **3 Day Level I (EAC-I) Certification Training** in Equine Therapy for Mental Health, as a Horse Professional, by OK CORRAL SERIES/PATH/EAGALA/PEGASUS ECT/another approved Organization. This usually constitutes **20-24 hours of Training + 250 hour of Supervised Practice in the Field.** These hours work towards the documented therapy hours required for Advanced Certification as an Equine Specialist in Equine Therapy. Advanced Certification, must complete (EAC-II) Certification Training in Equine Therapy by the above listed for another **20-24 hours of Training + 1250 hours of Supervised Practice in the Field.**
- If unable to meet the academic requirement, which is 60 or 120 for Advanced units/hours in Equine Studies/Animal Sciences completed at an accredited college-level institution. The academic requirement may be completely substituted with a Resume w/References of at least 5 10 for Advanced years of work in the field of Equine.
- CES persons must renew their certification every two (2) years by meeting the following criteria:
 1. Documentation of a minimum of forty (40) or (60 for Advanced) hours of continuing education in the area of Professional Equine Therapy development or their specialty, or **600 or 800 for Advanced hours** of direct Clinical/Equine Therapy work within the past **2 years**, which is verified by a Clinical/Equine Therapy Supervisor in a letter form that is sealed and signed.
 2. Will ascribe to the Professional Code of Ethics at each certification renewal period.
 3. Complete all required application documentation for renewal and return to NACPET, Inc.
- The Certified Equine Specialist or Intern, must successfully complete the certification requirements in (2) years or must renew their Basic to Intermediate Training by an approved Provider and resubmit an Initial Certification Application to NACPET, Inc.

ROLE OF THE CERTIFIED EQUINE SPECIALIST/ASSOCIATE

1. To assist and support clients and their family members as a Horse Professional of Equine Therapy for the Mental Health or other Equine Field. Certified Professionals must stay within their own Scope of Practice as designated by State and Federal Regulations.
2. Provide quality professional care, as a Horse Professional, to Horses, Clients, Family members, and significant others by means of providing current and accurate information and education within the Horse Professional's Scope of Practice. Practice the Uniform Code of Conduct.
3. Utilize the functions of crisis intervention with horse safety, documentation, and consultation with Co-facilitators and Veterinarians.
4. Display competency in the Certified Professional's own Scope of Practice **only. A Certified Equine Specialist is not a Licensed Therapist or Certified Counselor.**

For those specializing in Equine Therapy:

5. Develop a program tailored to the individual in support of a recovery process and effect an improved quality of living.
6. Co-Facilitating a process for clients to self-explore the consequences of unhealthy coping skills by collaborating with Therapy Horses and a Certified and/or Licensed Mental Health Professional, preferably a Certified Equine Assisted Counselor or Therapist.
7. Provide quality care to the horses in Equine Therapy and keep weekly and sometimes daily documentation on each horse.
8. Assisting clients to establish life management skills to support a recovery and or growth process as a Horse Professional by utilizing the Horses verbal and non-verbal cues.
9. Assisting to improve behavior patterns with horses and clients.
10. Maintain a detailed file on each Horse used in Equine Therapy, which includes Health and Feed Forms, Incident Reports and Horse Documentation Sheets.
11. If providing **ELE**, which is the Pegasus Model of an Equine Learning Experience with Horsemanship + Life Skills. This is done with a Certified Equine Specialist that is also Certified as Life/Recovery Coach or Grief Specialist. This is the **ONLY TYPE OF EQUINE ASSISTED INTERVENTION THAT IS APPROVED BY NACPET, INC., WITH AN INDIVIDUAL CERTIFIED PROFESSIONAL.**

I have read and understand this document. In fact, I have retained a copy for my records.

Applicant's Signature: _____

Dated: _____

EAC/EAT/ELE Counselor/Therapist or Specialist Uniform Code of Conduct

(dated May 1, 2017)

The current California Regulations¹ governing registrants and certified equine (EAC/EAT/ELE) counselors/therapist or specialist do not yet require each certifying organization (CO) to develop a code of conduct which establishes “minimum” standards² that are designed to safeguard the rights of clients in EAC/EAT programs and facilities. CO’s may impose more stringent standards³ that do not conflict with the standards contained within this Uniform Code of Conduct. This shall be the National Uniform Code of Conduct for EAC/EAT unless another state has additional standards, not less; therefore, those would override California Regulations listed.

Principle 1:

Registrants and Certified EAC/EAT/ELE Counselors/Therapist or Specialist shall conduct themselves in an honest, forthright and professional manner. Registrants and Counselors/Therapists or Specialists are prohibited from engaging in the commission of any dishonest, corrupt, or fraudulent act substantially related to the qualifications, functions or duties of a registrant or counselor including but not limited to the following:

- a. Securing a registration, certification or renewal by fraud, deceit or misrepresentation on any application or material in support of any application for registration certification or renewal;
- b. Misrepresenting the type or status of registration or certification held by the person, or otherwise misrepresenting or permitting misrepresentation of his or her education, professional qualifications or professional affiliations to any person, program or entity;
- c. Refusal or failure to provide proper identifying registration, credential, certification or license where appropriate or required (e.g., when offering or providing EAC/EAT/ELE counseling/therapy or specialist services, on business cards, on informational or marketing materials, etc.);
- d. Advertising, marketing or promoting programs, services, training, education or experience in a false and misleading manner, as set forth in Business and Professions Code sections 17200, *et seq.*

Principle 2:

Registrants and Certified EAC/EAT counselors/therapist or specialist shall maintain professionally appropriate boundaries with clients and family members of clients and shall conduct themselves in a professional, non-exploitive and lawful manner, and are prohibited from:

¹ California Code of Regulations (CCR) Title 9, Division 4, Chapter 8, Sections 13000, *et seq.*, as enacted April 1, 2005.

² CCR Title 9, Div. 4, Chap. 8, Section 13060.

³ CCR Title 9, Div. 4, Chap. 8, Section 13060(f).

- a. Engaging in inappropriate social relationships, sexual relations or soliciting sexual relations with a client or with a former client within two years from the termination date of the counseling relationship;
- b. Committing an act of sexual abuse, misconduct or an act punishable as a sexually related crime;
- c. Engaging in a business relationship with clients, patients, program participants, residents and/or other persons significant to them within one year from the termination of the counseling relationship;
- d. Physically, verbally, sexually harassing, threatening or abusing other staff members, clients, patients, program participants, residents and/or other persons significant to any of the above;
- e. Unlawfully administering to himself or herself any controlled substance as defined in Section 4021 of the California Business and Professions Code (B&P), or using any of the dangerous drugs or devices specified in Section 4022 of the B&P, or using any alcoholic beverage to the extent, or in a manner, as to be dangerous or injurious to the person holding or applying for a registration, certification or license or to any other person, or to the public.

Principle 3:

Registrants and Certified EAC/EAT/ELE counselors/therapist or specialist shall comply with all Federal and State Laws and Regulations that pertain to patient/client confidentiality, mandated reporting exceptions, record keeping requirements and patient/client records access. Registrants and Certified EAC/EAT/ELE counselors/therapists or specialists are prohibited from:

- a. Violating client/patient confidentiality except as required or permitted by law including, but not limited to, Title 42 Code of Federal Regulations Part 2, Child Abuse, Elder Abuse and Public Safety laws and Regulations;
- b. Failing to maintain records consistent with the nature of the services being rendered;
- c. Refusing or denying patient/client access to charts and records as required by law;
- d. Violating, attempting to violate or conspiring to violate any law or regulation governing EAC/EAT registrants, certified EAC/EAT counselor/therapist or specialist; including any Board in which a counselor/therapist or specialist is certified or licensed with other than EAC/EAT.

Name: _____ (please print)

Signed: _____

Dated: _____

(This code should be read thoroughly by the applicant. Once you have read the code, please print and sign this page and return with the application)