THERAPIST-CLIENT ARBITRATION AGREEMENT

Article 1: **Agreement to Arbitrate**: It is understood that any dispute as to therapeutic malpractice, that is as to whether any services rendered under this contract were unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: **All Claims Must Be Arbitrated**: It is the intention of the parties that this agreement shall cover all claims or controversies whether in tort, contract or otherwise, and shall bind all parties whose claims may arise out of or in any relation to treatment or services provided or not provided by the therapist including any spouse or heirs of the client and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "client" herein shall mean both the mother and the mother's expected child or children.

Article 3: **Procedures and Applicable Law**: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within a reasonable time and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties, within a reasonable time thereafter. The client shall pursue his/her claims with reasonable diligence.

Article 4: **Retroactive Effect**: The client intends this agreement to cover services rendered by the therapist not only after the date it is signed (including, but not limited to emergency treatment), but also before it was signed as well.

Article 5: **Miscellaneous Provisions**: The client intends this agreement to cover services rendered not only after the date it is signed (including, but not limited to emergency treatment), but also before it was signed as well.

I understand that I have the right to receive a copy of this agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF THERAPEUTIC MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

By:_____
Therapist Signature Date

Tracey L. Navrides, MA, LMFT
Print Therapist's Name

By:_____
Client Signature Date

_____
Print Client's Name

By:_____
Client's Representative Date

_____
Print Client Representative's Name

A signed copy of this document is to be given to the client. The original is filed in the client's file.