

# PSYCHOTHERAPIST PATIENT ARBITRATION AGREEMENT

Patient's Name: \_\_\_\_\_

## 1. Agreement to Arbitrate.

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

## 2. All Claims for Medical Malpractice Must Be Arbitrated.

It is understood and agreed that this contract (the "Contract") shall apply to any claim(s) of Patient arising out of or related to treatment or services provided by Mental Health Matters, Licensed Clinical Social Worker, Inc., and/or Michelle Matoff (collectively the "Therapist").

The term Patient shall include any spouse or heirs of Patient 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 "Patient" herein shall mean both the mother and the mother's expected child or children.

The term "claims" shall include, but shall not be limited to, claims for monetary damages for malpractice, loss of consortium, wrongful death, emotional distress and/or punitive damages.

This Contract shall not apply to actions by Therapist against Patient to collect any fee from the Client. The filing of such action shall not waive the right of Therapist to compel arbitration of any malpractice claim asserted by Patient.

## 3. Procedures and Applicable Law.

Except as otherwise provided herein, arbitration conducted pursuant to this Contract shall be governed pursuant to Code of Civil Procedure sections 1280-1295.

A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (each a "Party Arbitrator") within thirty days and a third arbitrator ("Neutral Arbitrator") shall be selected by the Party Arbitrators within thirty days of a demand for a Neutral Arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the Neutral Arbitrator, together with the other expenses of the arbitration incurred or approved by the Neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the Party and Neutral Arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedures sections 340.5 and 667.7 and Civil Code sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

**4. General Provisions.**

All Claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A Claim shall be waived and forever barred if (1) on the date notice thereof is received, the Claim, if asserted in a civil action, would be barred by the applicable California statute of limitations; or (2) the Patient fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

**5. Revocation.**

This Contact may be revoked by written notice delivered to Therapist within thirty (30) days of signature.

Upon receipt of written notice of revocation by Therapist Client acknowledges, agrees and stipulates that Therapist may immediately terminate all services provided to Patient and terminate the Therapist's relationship with Patient.

**6. Retroactive Effect.**

Patient and Therapist intend that this Contract cover services rendered before the date it is signed or accepted.

Effective as of the date of first Client therapy session: \_\_\_\_\_.

Client or Representative Initials: \_\_\_\_\_

**7. Severability.**

If any provision of this Contract is held invalid, void or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

8. **Parties Bound.**

This Contract is binding upon the parties and their respective heirs, representative, executors, administrators, successors and assigns.

I understand that I have the right to receive a copy of this arbitration agreement. By my signature or internet acceptance I acknowledge that I have access to or have received a copy.

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

Dated: \_\_\_\_\_

Client: \_\_\_\_\_  
(Print Name of Client)

By: \_\_\_\_\_  
Client or Client's Representative

Relationship to Client: \_\_\_\_\_

\_\_\_\_\_  
Therapist