

**Art for the Heart Counseling**  
**Marlene Ochetti, PhD, LCSW, ATR**  
**1000 East Walnut Street, Ste 235**  
**Pasadena, CA 91106**  
**626 265 12-42**

**Email: info@artfortheheartcounseling.com**

*LCS # 17352*

## **Therapist – Client Arbitration Agreement**

---

**Agreement to Arbitrate:** I agree to address any grievances I may have with the therapist immediately. If we cannot settle the matter between us, then a jointly agreed upon consultation will be sought. If not, an arbitration process will be initiated which be considered as a complete resolution and legally binding decision under California state law. An arbitrator is an independent certified third party who will hear both sides of the dispute and decide what a proper settlement should be. **SEE ARTICLE 1 OF THIS CONTRACT.**

### **Article1:**

“It is understood that any dispute as to medical malpractice, that is as to whether any medical (psychotherapeutic) 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 state law, and not by lawsuit or resort to court process except as California state law provides for judicial review or arbitration proceedings. Both parties 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 that use of arbitration.” Any arbitration process will be considered as a complete resolution and legally binding decision. The client will be responsible for the costs of this process. In agreeing to treatment, you are consenting to the above identified grievance process. This agreement constitutes the entirety of our professional contract as pertaining to therapist-client arbitration agreement. Any changes must be signed by both parties. I have a right to keep a copy of this contract.

**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 ARTICLE 1 OF THIS CONTRACT**

---

<b>Client Name</b>	<b>Signature of Parent/Guardian</b>	<b>Date</b>
--------------------	-------------------------------------	-------------

---

<b>Signature of Client</b>	<b>Therapist’s Signature</b>	<b>Date</b>
----------------------------	------------------------------	-------------