

**Therapist-Client Mediation Agreement
Between Client and CentrePoint, Inc./Wendy Hill, Ph.D.**

Article 1: **Agreement to Mediate:** It is understood that any dispute as to malpractice, that is as to whether any services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined in the state of California by submission to mediation as provided by California law, and not by a lawsuit or resort to court process except as California law provides for mediation 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 or through arbitration, and instead are accepting the use of mediation.

Article 2: **All Claims Must Be Mediated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service 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.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the therapist, and the therapist's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be mediated including, without limitation, the claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the therapist to collect any fee from the client shall not waive the right to compel mediation of any malpractice claim.

Article 3: **Procedures and Applicable Law:** A demand for mediation must be communicated in writing to all parties. Each party shall select a mediator (party mediator) within thirty days and a third mediator (neutral mediator) shall be selected by the mediator appointed by the parties within thirty days of a demand for a neutral mediator by either party. Each party to the mediation shall pay such party's pro rata share of the expenses and fees of the neutral mediator, together with the other expenses of the mediation incurred or approved by the neutral mediator, 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 mediators have the immunity of a judicial officer from civil liability when acting in the capacity of mediator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

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

The parties consent to the intervention and joinder in this mediation 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 mediation.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this mediation agreement, including, but not limited to, Evidence Code Sections 1115 through 1128. Any party may bring before the mediators a motion for summary judgment or summary mediation in accordance with the Code of Civil Procedure.

Article 4: **General Provisions:** All claims based upon the same incident, transaction or related circumstances shall be mediated 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 claimant fails to pursue the mediation claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the mediators shall be governed by the California Code of Civil Procedure provisions relating to mediation.

Article 5: **Revocation:** This agreement may be revoked by written notice delivered to the therapist within 30 days of signature or acceptance on internet. It is the intent of this agreement to apply to all services rendered any time for any condition.

Article 6: **Retroactive Effect:** This agreement is intended to cover all services rendered before the date it is signed.

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

I understand that I have the right to receive a copy of this mediation 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 mediation and you are giving up your right to a jury or court trial. See Article 1 of this contract.

By _____ Date
Client's or Client's Representative's Signature

By _____
Print Client's Name

(If Representative, Print Name and Relationship to Client)

Authorized Therapist: Wendy Hill, Ph.D., President, CentrePoint, Inc., 4407 Manchester Ave., Suite 103, Encinitas, CA 92024

