

Abilities Movement, Inc.

Personal Training Terms and Conditions - 3/2019

Sessions

1. A single session lasts for 50 minutes. Sessions may be carried out in clients' homes, schools, or within the community (e.g. a trip to the park or community fitness center).
2. Double sessions are one hour and forty minutes in length.
3. Sessions may be used for assessment, observation, or fitness according to the client's wishes and the trainer's judgement of what would be beneficial.

Fees

4. Single sessions are charged at the rate outlined in the signed Service Agreement. Time spent planning and preparing before sessions and writing up notes after sessions is included in this price.
5. Fees are subject to annual increases to reflect the cost of living. Existing clients will be given 6 weeks notice of any changes in fees. Fee changes do not affect sessions which have already been invoiced.

Payment

6. Invoices will be provided to the bill-payer at the end of each calendar month
7. Payment for invoices is required within 30 days of the date of the invoice.
8. Payment is accepted by cash, check, credit card, or bank transfer. Bank transfers must use the invoice number as the reference for the payment.
9. If payment is to be made through a Self Directed Plan or other funding source (grant, scholarship, gift), the Client must inform Abilities Movement in writing with the complete contact information (agency, name, mailing address, email address, phone number) for billing, prior to the start of services.
10. The client and parent/guardian will be responsible to assure there are funds approved and available in the Self Directed Plan or other funding source budget for services. The client and parent/guardian will be required to pay for the service directly if payment from the funding source is refused for any reason or if payment is more than 8 weeks late.

Non-Payment

Failure to settle invoices within the timescales detailed above will result in the following process:

11. The bill-payer will be contacted with a friendly telephone call to remind him/her that payment is due. At this time payment is expected or a payment plan that is agreed upon by both the Client and the provider will be created, signed, and implemented
12. If payment or a n agreed-upon payment plan is not received within 7 days of the date of this phone call, a letter will be sent to the bill-payer reminding him/her that payment is

due, and specifying that a debt collector will be involved if payment is not received within 7 days of the date of the letter. Sessions will be stopped as of the date of this letter.

13. If payment is not received within 7 days of the date of the letter, then the non-payment will be referred to a debt collection service.
14. AM encourages all Clients to reach out to us to make a payment plan, if there is a challenge in paying for billed services.

Cancellation

14. Cancellation by the Trainer
 - a. Service Provider will make all reasonable attempts to provide services at all scheduled times. If the Service Provider cancels an appointment, the session can be rescheduled at a date and time which is convenient for the client and the service provider. Parent or Guardian of Client will be notified as soon as possible of any need for Service Provider to cancel. Clients will not be billed for any sessions that are cancelled and not rescheduled by the provider.
15. Cancellation by the client before the day of the appointment
 - a. Client and Parent/Guardian agree to give 24 hours-notice of the need to cancel a scheduled performance of services. Any cancellation should be made at least 24 hours in advance unless it is an emergency or a session will be charged to the client. It shall be the decision of AM (on a case-by-case basis) to charge for “no shows” (no formal advance notice), for Clients who constantly cancel without notice or who are repeatedly late for appointments.
 - b. There shall be no charge for the first cancellation of a scheduled service, but subsequent cancellations shall cause Client to incur a fee equal to the amount of the missed session for each such occurrence, at the rate noted in the Service Agreement.
 - c. There will be an allowance of one unpaid, cancelled, scheduled service per six months of each calendar year.
 - d. Clients are responsible for all payments that are not covered by a funding source due to cancelation.
 - e. Clients arriving late will receive the remaining scheduled session time, unless other arrangements have been previously made with the Service Provider. The session will be billed at the rate equal to the scheduled session.
 - f. The following constitute failure to attend an appointment:
 - i. The Service Provider arrives at the client's home for an appointment, but the client is not at home or will not participate.
 - ii. The Service Provider attends a session in a community session and the client does not attend.

16. Holidays - Services will not be provided on federal holidays.

Incidents/Accidents

17. AM makes every effort to assure the safety of Clients. Parents/Guardians will be notified of any incidents or accidents which may occur and will be provided with a copy of the AM incident report completed relative to the situation.

Communication

18. Clients will update AM with any changes to mail, email, phone numbers, or financially responsible contact information.

19. The client and our parent/guardians will allow Abilities Movement to communicate with the individual's service coordinator and other team members that will be useful for providing our service. AM will have access to the client's information that including past goals, IFSP, and other information relevant to AM serving the client.

Modification of Terms of Service

20. Any amendment or modification of these Terms and Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

I have read and agree to the terms presented in the Terms and Conditions document, dated 3/19:

(Print Client Name)

(Date)

(Client Signature)

(Print Name of Parent or Guardian, if applicable)

(Signature of Parent or Guardian, if applicable)