**Abilities Movement, Inc. (AM)**

**Adapted Sports Program - Terms and Conditions - 3/19**

**Sessions**

1. Sessions are billed individually and are calculated according to the number of classes per session
2. Sessions may be used for assessment, observation, or game play according to the coach’s judgement of what would be beneficial.

**Fees**

1. Sessions are charged at the rate outlined in the signed Service Agreement.
2. Sessions are paid for in full and are not prorated for any missed classes that are due to a participant not attending. Service Provider will make all reasonable attempts to provide classes at all scheduled times. If the Service Provider cancels a class, the class can be rescheduled. Parent or Guardian of Client will be notified as soon as possible of any need for cancellation and the reschedule date. Clients will not be billed for any sessions that are cancelled and not rescheduled by the Coach.
3. Fees are subject to annual increases to reflect the cost of living. Existing clients will be given 4 weeks notice of any changes in fees. Fee changes do not affect sessions which have already been invoiced.

**Payment**

1. Invoices will be provided to the bill-payer at the start of each session.
2. Payment for invoices is required upon the start of the session in order for the participant to participate in the session.
3. Payment is accepted by cash, check, or bank transfer. Bank transfers must use the invoice number as the reference for the payment.
4. If payment is to be made through a Self-Directed Plan or other funding source (grant, scholarship, gift), the Client must inform AM in writing with the complete contact information (agency, name, mailing address, email address, phone number) for billing, prior to the start of services.
5. 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:

1. 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
2. If payment or an 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. Participation in the class will be stopped as of the date of this letter and will not commence until receipt of payment. There will be no credit for classes missed due to non-payment.
3. 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.
4. AM encourages all Clients to reach out to us to make a payment plan, if there is a challenge in paying for billed services.

**Incidents/Accidents**

1. 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**

1. Clients will update AM with any changes to mail, email, phone numbers, or financially responsible contact information.
2. 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**

1. 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 3/2019:

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(Print Client Name)

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(Date) ( Client Signature)

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 (Print Name of Parent or Guardian, if applicable)

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 (Signature of Parent or Guardian, if applicable)