



## **SERVICES AGREEMENT and CANCELTION POLICY**

**If you think you may have an emergency call 9-1-1. Do not use this website for emergencies.**

This agreement explains the terms and conditions that apply to services provided by Albers Therapy Group, Inc., a California professional corporation (“ATG,” “we,” or “our”).

**1. INFORMED CONSENT.** The undersigned (also referred to as the “**patient**”) consents to the treatment which may be provided by ATG, including but not limited to occupational therapy, physical therapy, and speech therapy. ATG does not discriminate, and the services being provided by ATG are provided without regard to, the patient’s race, religion, gender, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Response to the services varies by individual. Therefore, it cannot, and ATG has not, predicted the patient’s response to the services. While the goal is for improvement of the condition in which the patient is seeking the services, the patient and, if the patient is a minor, the undersigned legal guardian, understands that there is a possibility that the patient’s condition may worsen and the services may cause pain, injury and even death. The patient and, if the patient is a minor, the undersigned legal guardian, also understands and acknowledges that the patient may develop new or different injuries or difficulties as a result of the services. With full knowledge of the above, the patient and, if the patient is a minor, the undersigned legal guardian, hereby knowingly and voluntarily assumes any risks associated with the services the patient receives and the patient, the patient’s legal guardian (if applicable), along with the patient’s heirs and assigns, fully and forever release ATG, its owners, partners, and providers of the services from any and all injury which may naturally occur and the risk of which is inherent in the services.

It is the patient’s right to decline the services in general and specifically to any treatment proposed by ATG. The undersigned agrees to immediately notify the patient’s service provider of any pain, discomfort, dizziness, or any other concern that may arise. It is the patient’s right to ask the service provider about the specific treatment plan along with the associated risks and benefits.

The undersigned further acknowledges that the patient’s physician has been consulted prior to any services offered by ATG, and that such physician has advised that the services are safe, warranted, and recommended. The undersigned represents and warrants that any medical condition that may affect the patient’s treatment has been fully disclosed to ATG.

**2. TEACHING PROGRAMS.** ATG is involved in providing education and endeavors to be a teaching center for training students in health professions, including but not limited to occupational, physical, and speech therapy students and other post-graduate students. The

undersigned agrees that these trainees may participate in the patient's care under the supervision of the attending licensed practitioner.

**3. PERSONAL VALUABLES.** It is recommended that valuables not be brought into ATG sessions. ATG is not responsible for the loss or theft of, or damage to any property or valuables brought to the sessions by a patient or by a patient's visitor, including any vehicle, and the undersigned hereby release in advance any such claims in further consideration of being provided services by ATG.

**4. PAYMENTS.** Payment for services provided by ATG is required in advance. For subscription services, payment will be billed on a recurring basis at the monthly subscription rate reflective of either one or two therapy sessions weekly for four weeks, depending on the subscription you select. Payments will be processed monthly, typically on the first (1<sup>st</sup>) day of each calendar month. Clients will receive a receipt by email for each payment processed. Should the patient wish, a superbill or itemized bill can be provided upon written request. It is understood by the undersigned that he/she/they is/are financially responsible for payment for all services. You hereby agree to allow ATG to securely store your credit/debit card information and authorize such payment method to be used automatically for your payment responsibilities to ATG. You represent and warrant that: (a) any credit / debit card information you supply is true, correct and complete, (b) charges you incur will be honored by your credit/debit card company, (c) you will pay the charges incurred in the amounts posted, including any applicable taxes, and (d) you are the person in whose name the credit / debit card was issued and are authorized to make a purchase or other transaction with the relevant credit / debit card and information.

**5. CANCELLATION POLICY.** The undersigned understands that in the event of (a) a cancellation of a scheduled appointment with less than 24 hours' notice or (b) failure by the patient to show up for a scheduled appointment, then such patient's account will still be charged for such cancelled or missed appointment.

In the event that the undersigned cancels appointment times for more than two weeks (whether or not consecutively), then the undersigned may forego such preferred appointment time, unless the undersigned elects to pay to hold the appointment. The cost to hold the appointment time will be billed at fifty-percent (50%) of the cost of a one-hour appointment for each appointment missed.

**6. SESSION MAKE-UP POLICY.** Provided that ATG has received at least 24 hours' notice for a cancelled appointment, or ATG otherwise waives the notice provision for certain emergencies (as ATG determines in its sole discretion), the undersigned will have an opportunity to schedule a make-up session for such cancelled or missed appointment. Eligible make-up sessions accumulate but will not be honored beyond four make-up sessions. In the event that ATG staff needs to reschedule and if a make-up session cannot be arranged, a refund for such session will be processed.

7. **ATTENDANCE POLICY.** We are committed to supporting the progress and success of our patients and their families. In order for us to see progression it is imperative that treatment is consistent. It is our policy that children attend 80% of scheduled appointments. If a patient is unable to consistently attend appointments, we reserve the right to decline to provide further services.

8. **LATE PAYMENT CHARGE.** In addition to all other remedies available at law, we may assess a late payment charge of one percent per month, or the highest rate permissible under applicable law, whichever is less, on the unpaid balance of any account from the sixtieth day after the account becomes due and payable. The undersigned shall reimburse ATG for all reasonable costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court costs, and collection agency fees.

9. **TERMINATION.** If you are receiving services on a subscription basis, you must provide ATG with written notice at least seventy-two (72) hours before your next billing cycle. Such termination will be effective upon the last day before the next billing cycle. Upon such notice of termination, you will be entitled to receive the services included in your subscription service until the effective date of termination.

10. **ELECTRONIC COMMUNICATION.** Our office is only able to respond to electronic communications based on the information sent by the patient or the parent or guardian of the legal patient. If there is insufficient information provided, we will be unable to provide services.

11. **LIMITATION OF LIABILITY.** Except in the case of gross negligence or malpractice, the undersigned, or the undersigned's representatives, agree to fully release and hold harmless ATG, its officers, directors, shareholders, agents, and employees from and against any and all claims or liability of whatsoever kind or nature arising out of or in connection with the services ATG provides.

12. **SUPERVISION OF CHILDREN.** Children under the age of 18 and dependent adults must be supervised at all times during the patient's presence in ATG's offices and the patient is solely responsible for such minor child(ren) or dependent adult(s). ATG DOES NOT assume any responsibility for the supervision of minors or dependent adults.