



# Pawsitively Transformational Health and Wellness, Inc

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## Pets and Helping Dogs Program - Agreement for Services

Date:

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Client's legal name:

Client's pronouns (i.e. he/him, she/her, they/them):

Client's preferred name (if different):

Enrolled dog's name, age, description, and breed influences (include how you know):

Designated handler of dog (if applicable), relationship to Client, age, phone number, address, email:

Client's parent or guardian (if applicable), address, phone number, email:

Dog's veterinarian's name, business name, address, phone number, email:

575-208-6364

[info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)

[www.pawsitivelytransformational.com](http://www.pawsitivelytransformational.com)

mailing: 1111 10<sup>th</sup> St #400, Alamogordo, NM 88310

physical: 905 Filipino Ave, Alamogordo, NM 88310



# Pawsitively Transformational Health and Wellness, Inc

This Agreement is made and entered into by Pawsitively Transformational Health and Wellness, Inc (PAWS) and Client as of the date the Agreement is signed by Client.

## I. Scope of Services

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PAWS recognizes that human and canine wellness are inextricably linked. Pets and Helping Dogs (PHD) [www.petsandhelpingdogs.com](http://www.petsandhelpingdogs.com) is a Wellness Program of PAWS [www.pawsitivelytransformational.com](http://www.pawsitivelytransformational.com) Wellness Programs do not bill insurance and thus the client is responsible for payment for Wellness Program services.

PAWS bills insurance for mental health therapy. Animal-Assisted Therapy (AAT) with a canine may be part of a mental health therapy session. It is possible for a client to participate in mental health therapy sessions as well as in Wellness Program sessions: these will occur separately and will be billed separately.

**Wellness Programs** provide holistic health-related services in support of mental health but are not mental health therapy services. The scope of the PHD Wellness Program is to provide canine-related education, consultation, and training services to clients. Clients participate actively in PHD sessions and practice what they have learned with their own dogs in between sessions.

1.1 The following services are part of the PHD Program.

1. *Education:*

- a. Canine engagement training: building healthy connection and communication.
- b. Canine level of excitement regulation and focus.
- c. Canine obedience training.
- d. Canine loose-lead walking skills.
- e. Canine behavioral rehabilitation.
- f. Socialization of the dog to appropriate environments.
- g. Socialization of the dog to the presence of other dogs.
- h. Socialization of the dog to the presence of humans.
- i. Human education on healthy canine in-home structure.
- j. Human education on standards for ethical dog training and handling.
- k. Human education on rights and responsibilities of dog guardianship and handling.
- l. Human education on rights and responsibilities of Helping Dog teams (Service Dog, Emotional Support Dog, and Therapy Dog teams), as appropriate.

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2. **Assessment:** PHD will assess and document skills and knowledge attained by dog and handler (client) and will provide documentation upon request or at program graduation, as applicable.

1.2 **Client Responsibility.** It is ultimately the client's responsibility to be aware of laws or policies governing dogs and to ensure that the client's dog's behavior complies with those standards at all times.

1.3 **Disclaimer.** The scope of services described here do not include preparing the client to train a dog for any other person. By signing this document, the client agrees not to instruct others with or without pay under the scope of services described herein.

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## II. Definitions of Terms

Key terms used in this agreement are listed below in alphabetical order.

1. **Account credit.** Under circumstances described in this document, an account credit will be issued. There are no refunds for account credits.
2. **Approved environments.** Environments where the client may practice with the enrolled dog in between sessions. Questions about whether an environment is approved should be sent by email. If a client takes the enrolled dog to an unapproved environment, the client may be put on probation or disenrolled from the program.
3. **Cancelation fee.** This is \$60 per session. It does not apply to Small Group class sessions. If a client no-shows, arrives more than 15 minutes late, or cancels within 24 hours of a scheduled session time, the cancelation fee will apply. If a client has or is suspected to have a contagious illness, session will not be held whether the client arrives or not: documentation from a healthcare professional may be required if PAWS is asked to waive the cancelation fee. The travel fee (defined below) will be added to the cancelation fee, if applicable. The cancelation fee will not be greater than the hourly rate of service for a sliding scale client.
4. **Client Portal.** PAWS' HIPAA-compliant electronic records database. Instructions for accessing the Client Portal are emailed to clients as appropriate.
5. **Discharge.** If a client is discharged due to disciplinary action, no refunds will be given for any reason. Typical reasons for discharge from the program are identified below.
  - a. Client and enrolled dog have met goals and/or program graduation standards.
  - b. Assessment indicates that the client or enrolled dog are not capable of or not likely of meeting goals or program graduation requirements.
  - c. Client is disenrolled due to **disciplinary action** for any of the following reasons:
    - i. Client did not abide by a signed agreement.

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- ii. Client did not abide by a company policy.
  - iii. Client did not pay a bill on time.
  - iv. Client or another handler of the enrolled dog displayed unsafe, inappropriate, disrespectful or otherwise unethical conduct during a session or in between sessions.
6. **Helping Dog Program:** A PHD Service Dog, Emotional Support Dog, or Therapy Dog Program [www.petsandhelpingdogs.com/helpingdogs](http://www.petsandhelpingdogs.com/helpingdogs)
7. **Homework.** Assignments that are to be completed in between sessions, typically using the Learning Portal.
  - A. **Hour of service:** 50-60 minutes long. When a client books more than one hour of service, the rules below will apply:
    - If time past the first hour is not used completely, it will be issued as an account credit in increments of 15 minutes.
    - No account credit will be given for the first hour of service if all of the time of the first hour is not used.
8. **Incident Report.** This form is to be completed by a client within 24 hours if any of the following conditions have occurred in between sessions: [www.petsandhelpingdogs.com/forms](http://www.petsandhelpingdogs.com/forms)
  - a. A Helping Dog Program client encounters an access challenge or other notable situation.
  - b. Client's dog exhibits an unsafe or inappropriate behavior (i.e.: lunging at, barking at, biting, growling at, snarling at, or snapping at another dog or human).
9. **Learning Portal.** The PHD homework and information resource database: [www.petsandhelpingdogs.com/portal](http://www.petsandhelpingdogs.com/portal)
10. **PHD Instructor.** Nathaniel Lukas Redekopp, PhD, LPCC, CPDT-KA is your instructor under the PHD Program. Nathaniel's contact information is [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) and 575-208-6364.
11. **Practice Log.** A document that Helping Dog Program clients and other monthly tuition clients complete. It is submitted monthly through the Learning Portal.
12. **Progress Report.** A document sent by the PHD Instructor to Helping Dog Program clients at intervals and upon request. It tracks skills and assessment.
13. **Seminar-Style Instruction.** This is defined as a client reserving two or more hours of service to occur within a one day period, typically in Alamogordo, NM.
14. **Travel fee.** This applies to sessions held in any location farther than 15 miles from the PAWS office. It is calculated using the following formula:  $[(\text{miles to location} \times 2) / 14] \times 5$ .

### III. Scheduling Options

Current clients submit session **booking requests** here: [www.petsandhelpingdogs.com/book-online](http://www.petsandhelpingdogs.com/book-online) New client forms must be on file before booking requests will be reviewed or accepted.

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Four scheduling options are available:

1. **Session-by-session:** Client submits booking requests as needed/desired, choosing from booking options available after the monthly tuition clients have chosen. Sessions are billed at the regular hourly rate identified here: [www.petsandhelpingdogs.com/tuition](http://www.petsandhelpingdogs.com/tuition) Booking requests are accepted for the current month only.
2. **Monthly tuition:** Client receives priority scheduling privileges and the discounted hourly rate of service identified here [www.petsandhelpingdogs.com/tuition](http://www.petsandhelpingdogs.com/tuition) or here [www.petsandhelpingdogs.com/new-clients](http://www.petsandhelpingdogs.com/new-clients) as applicable. Client may submit booking requests more than one month in advance. Monthly tuition roster spots are offered upon request, as available. Email PHD to request enrollment in monthly tuition, identifying the number of hours of service per month desired. NOTE: Monthly tuition is the only option available to Helping Dog Program clients. The following rules apply to monthly tuition clients:
  - a. Monthly tuition is billed until for an agreed-upon number of hours of service per month.
  - b. Payment is due within 10 days from the date the invoice is sent by email, or it is due by the start time of the first session of the month, whichever comes first.
  - c. An active Learning Portal subscription is required.
  - d. Client is recommended to submit booking requests well in advance to allow for the best selection of session days/times. No reminders are typically sent asking Client to book ahead. If Client does not book ahead and then does not find enough booking options available on the online scheduler – or if Client does not find enough convenient days/times open on the online scheduler – no refunds or account credits will be given.
  - e. Client may cancel enrollment on the monthly tuition roster by emailing [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)
  - f. If a monthly tuition bill is not paid by the due date, Client may be automatically dropped from the monthly tuition roster and any upcoming session bookings may be canceled.
  - g. If Client has not paid monthly tuition at or by the first session of the month, no services will be provided and a cancellation fee will be charged for that session.
  - h. If all hours of service billed as monthly tuition are not used by Client for any reason during the month, these hours will not be refunded, credited, or otherwise rolled over to the next month. For example: If Client cancels a session and wishes to reschedule, but does not submit another session booking request well enough in advance, and if Client then does not find other booking options for that month available on the online scheduler, no refunds or account credits will be given.
  - i. No refunds or account credits will be given for any monthly tuition amount already paid.
  - j. If the PHD Instructor must cancel a booked monthly tuition session (PHD has previously accepted the booking request) and if Client is not able to identify an acceptable reschedule option for that

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current month, an account credit for that session only will be given and it must be used towards an extra session during the following month. In that case, Client simply needs to submit a session reservation request for an additional session to occur during the following month and the account credit will be applied.

### 3. Small Group Class

- a. A deposit of \$50 is needed to reserve a spot on the roster for an upcoming a small group class. The remaining amount of class tuition is due at or before the start time of the first session.
- b. Each class consists of four sessions of 50-60 minutes each that occur on the dates identified.
- c. At least two clients must reserve class roster spots within 10 days of the start date of the first session in order for a class to “make.” If a class does not make, the deposit will be converted into an account credit for the client.
- d. There are no refunds for any reason for missed sessions.
- e. There are no reschedule options for missed sessions.
- f. The cancelation fee will not be charged if a client misses a session.

### 4. Seminar

- a. A **deposit** of half of the total tuition cost of the seminar is required to reserve seminar sessions, and this is non-refundable.
- b. The remainder of the total tuition cost of a seminar is due at or before the start time of the first seminar session.
- c. If Client attends the first session but then does not attend (or cancels or reschedules) other reserved sessions of the seminar, the cancelation fee will be applied to each no-show, cancelation or reschedule. Any remaining seminar tuition that was paid – not including the deposit – will then be credited to the client’s account.
- d. If PHD must reschedule a seminar or seminar session, then the deposit and any other payment that has not been used will be credited to the client’s account.
- e. **To reserve seminar-style instruction**
  - i. Client submits booking requests for the seminar sessions desired [www.petsandhelpingdogs.com/book-online](http://www.petsandhelpingdogs.com/book-online)
  - ii. Client emails [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) that a seminar is requested, identifying date(s) of seminar sessions desired, goals to be worked on, and total number of hours of service requested.
  - iii. PAWS completes a preliminary review of session booking requests and goals desired. Upon approval, PAWS then bills Client for the seminar deposit.
  - iv. PAWS will hold the session dates/times requested until the due date expires on the deposit billing invoice. After that time, if the deposit has not yet been paid, the requests will be canceled.

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- v. Once the deposit has been paid, Client's booking requests will be accepted and the seminar is scheduled.

## IV. How to Schedule Non-Seminar Sessions

4.1 Current clients use the procedure below to schedule sessions (hours of service).

1. Client submits a booking request here: [www.petsandhelpingdogs.com/book-online](http://www.petsandhelpingdogs.com/book-online) It will then be reviewed. Client may submit more than one request at a time.
2. Client will be notified by email when the request is accepted, denied, or rescheduled.
3. If a session is accepted by PHD and then rescheduled by PHD, and if the reschedule day/time arranged by PHD is not acceptable to Client, Client must email to cancel the session. If Client does not do so, the cancelation fee will apply if Client does not attend the session.
4. Reminders of scheduled sessions are sent by email from the online scheduler program approximately 24 hours in advance of session.

4.2 Client must **email to cancel** a session: [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) This must be done **at least 24 hours before of the start time**. Please do so as soon as possible.

4.3 To **reschedule** a session, first use the online booking system to send a booking request for another session (hour of service) that is available. Then email to cancel the session no longer desired.

## V. Billing

### 5.1 General policies

1. Rates of service and description of services are here: [www.petsandhelpingdogs.com/tuition](http://www.petsandhelpingdogs.com/tuition)
2. Instructions for payment by credit card, check, money order or cash are on the billing invoice sent by email to Client. There is a convenience fee charged for credit card transactions, which is identified on the itemized invoice. The amount without convenience fee is also identified on the invoice.
3. Check or money order should be made out to "Pawsitively Transformational" or simply "Pawsitively."
4. Payment must be received at or before session start time, unless otherwise noted in this document. The company mailbox is checked once weekly. If payment is sent by mail, Client should notify PAWS by email of the date it was sent: [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) The PHD Instructor will not make a special trip to the mailbox before a session to look for payment.
5. Payment must be received before a gear order will be put into production or before supplies for gear production are ordered.
6. If session start time is delayed by Client (i.e. Client arrives late, Client makes payment at session or needs assistance with making payment), session length will not be extended past the allotted time.

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15. If Client's account has an outstanding balance, no documentation other than an account statement will be issued to Client. No booking requests will be reviewed or accepted.
16. If the cancellation fee is applied and there is pre-paid tuition, the cancellation fee must be paid by the start time of the next pre-paid session: otherwise, session will not be held and an additional cancellation fee will apply.
17. No refunds or account credits will be given for a Learning Portal subscription payment.

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## 5.2 Sliding Scale

1. Sliding scale roster spots are offered in service to our community, as available. Spots may not always be available.
2. Sliding scale billing is offered on a month-to-month basis to clients with financial need. Client or PAWS/PHD may discontinue participation in sliding scale billing at any time, for any reason.
3. If a sliding scale client's financial situation changes, Client must notify by email immediately: [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)
4. A sliding scale client must maintain an active Learning Portal subscription of appropriate type.
5. To request sliding scale, please email [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)
6. No sliding scale billing rate will be applied retroactively to an invoice already sent or paid for.

## VI. Program Policies

### 6.1 Attendance

1. It is possible that a volunteer, instructor-in-training, employee, affiliate, or contractor of PAWS may be present at session, at the discretion of PAWS.
2. **Anyone who attends session at the request of Client (i.e. spouse, parent, guardian, child, designated handler of dog) must submit a volunteer form prior to session start time:** [www.petandhelpingdogs.com/forms](http://www.petandhelpingdogs.com/forms)
3. Client is expected attend each session or to cancel/reschedule according to instructions.
4. Client is expected to be prepared to participate. This means: completing homework, practicing with the enrolled dog daily (preferred) or at minimum 3 times per week, and consistently using the in-home structure taught.
5. If the PHD Instructor arrives late, session time will either be extended or time will be added to a subsequent session. It is the nature of the service provided that the instructor may arrive late and session end time may be extended. If the instructor anticipates arriving more than 10 minutes late, Client will be notified by text or phone call. If the instructor cancels within 24 hours of start time (rare but possible), Client's account will be credited for the amount of the session and any travel fee applicable.

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6. Client should call instructor upon arrival to the session environment (if outside of the home) for instructions.
7. Client is recommended to arrive to each session 10 minutes early to get the enrolled dog ready (gear on, bio-break accomplished, etc.) and warmed up (walked around the environment if Client is told to do so).
8. If Client or dog appears ill at session, participation will not be allowed without written permission from an appropriate healthcare professional or veterinarian and the cancelation fee will apply.
9. During session or at a session environment prior to start time, Client may not allow the enrolled dog to interact with any other dogs (sniffing, greeting, etc.) or any other humans.

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## 6.2 Client conduct between sessions

1. Client will practice with the enrolled dog in between sessions in **approved environments** only.
2. Client should contact the PHD Instructor by email with any questions about practicing appropriately or about homework assigned.
3. Client must complete an **incident report** within 24 hours of the occurrence of an applicable behavior or situation: [www.petsandhelpingdogs.com/forms](http://www.petsandhelpingdogs.com/forms)
4. At all times, Client must abide by Company/Program policy and any applicable law. This includes being respectful of other humans and animals, respectful of human diversity, and respectful of the environments visited.

## 6.3 Communication

1. Client should use **email** for non-urgent matters that occur before 24 hours of session time.
2. Client should use **text message** for urgent matters or otherwise within 24 hours of session.
3. PAWS/PHD typically responds to emails within 48 hours and text messages within 24 hours, during working days, which are Tuesdays – Saturdays if not a holiday. Client should call the PHD Instructor if a response has not yet been received and is needed without delay.

## 6.4 Enrolled dog

1. Client and/or Client's caregiver or guardian or designated handler must care for the enrolled dog between sessions, practice consistently with the dog according to instructions, and exercise the dog as appropriate.
2. While positive growth in the dog's skills, abilities, behavior and socialization are expected, it is not guaranteed.
3. Client agrees that if for any reason the enrolled dog does not achieve training goals, or if Client's needs or goals change at any time regarding the dog, Client will continue to care appropriately and kindly for

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the dog or will find another kind and responsible human to care for the dog. PAWS/PHD is not responsible for the dog's re-homing, adoption, and/or care.

## 6.5 Purchases

The purchases identified below may be required or recommended for participation. Purchases must be made from the PHD Catalog [www.petsandhelpingdogs.com/catalog](http://www.petsandhelpingdogs.com/catalog) by emailing [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) or directly from the PHD Instructor at session.

1. 6' British-style slip lead
2. Cloth martingale collar (for use with Long Line Leads)
3. Long line lead (instructor will specify length)
4. Nose halter
5. PHD standard lead
6. Fanny pack-style food reward pouch
7. Learning Portal monthly subscription of appropriate type: [www.petsandhelpingdogs.com/portal](http://www.petsandhelpingdogs.com/portal)
8. Program-specific gear is required for participation in Helping Dog Programs. This gear is identified on the appropriate Program Estimate document: [www.petsandhelpingdogs.com/new-clients](http://www.petsandhelpingdogs.com/new-clients)

## 6.6 Dog Handling

PHD complies with the LIMA professional ethical standard, which is identified here:

[www.petsandhelpingdogs.com/about-us](http://www.petsandhelpingdogs.com/about-us). If Client or another person handles the enrolled dog contrary to LIMA standards, Client will receive education on LIMA. If LIMA standards continue to be violated, Client will be put on probation or discharged from the program.

## VII. Progress

7.1 Rate of progress toward goals and/or program graduation standards is dependent on factors including:

1. Amount of practice done by Client between sessions
2. Age, needs, and abilities of Client
3. Age, needs, and abilities of the enrolled the dog
4. Prior socialization, life experiences, personality, breed influences, and temperament of the dog
5. How closely Client and those who interact with the dog follow instructions.

7.2 Client may request copies of Client's records such as account statements, progress reports and progress notes (as applicable) by email: [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)

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## VIII. Media

- 8.1 Media such as photos and/or video may be created by PAWS/PHD during session. This media -- as well as any media submitted Client (homework, etc.) -- will be the property of PAWS. Media can be used by PAWS/PHD for purposes including instruction and may appear on the Learning Portal.
- 8.2 Client or any other person in attendance at a session may not create any media.
- 8.3 If Client has any question or concern about media creation or use, Client should email [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com) before session start time.
- 8.4 Client can opt out of participation in media creation by emailing: this will not have any effect on any actions taken by PAWS/PHD prior to receiving the request.

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## IX. Client Rights and Limitations

- 9.1 Client is not authorized to share PAWS/PHD educational materials or proprietary skills, methods, or techniques. Client may not share Learning Portal logon/content or any Client Portal logon/content.
- 9.2 PAWS/PHD may discharge a client at any time, for any reason. Client may voluntarily discharge at any time, for any reason, by emailing [info@pawsitivelytransformational.com](mailto:info@pawsitivelytransformational.com)
- 9.3 Although each client's needs will be accommodated to the fullest extent that is appropriate and possible, Client and/or the Client's guardian or designated handler of the enrolled dog must be physically and mentally capable of handling, training, and properly caring for the enrolled dog.
- 9.4 If the PHD Instructor has any question or concern about the physical or mental capability of Client to safely participate in services under the scope of this agreement, he reserves the right to ask for written release from an appropriate healthcare professional before services begin or are continued. If a session must be stopped by the instructor due to such a concern, no account credit will be given and the cancellation fee may apply.
- 9.5 PAWS, PHD, Nathaniel Lukas Redekopp, or any PHD Instructor, apprentice, contractor, employee, volunteer or affiliate is not liable for any unwanted results, injury, or loss to the client, the client's dog, or any third person or dog occurring in the application of instruction/consultation, caused by a dog being trained or participating in session, or caused by the use or misuse of any gear or any other equipment

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manufactured, used, or sold by PAWS, PHD, or a PHD Instructor, apprentice, contractor, employee, volunteer or affiliate.

9.6 By signing this document, Client agrees to waive the right to sue PAWS, PHD, its contractors, employees, apprentices, volunteers or affiliates, or Nathaniel Lukas Redekopp, and to indemnify and hold them harmless and release them from liability for personal injury, property damage, or loss.

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9.7 By signing this agreement, Client agrees to assume all risks and liability associated with Client's behavior and Client's dog's behavior during session and after session has concluded.

## X. Severability

10.1 The provisions of this Agreement are severable. Each provision does not depend upon another provision for its enforcement, and each provision constitutes an enforceable obligation between the Parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable by final judgment of a court directly binding on the parties, this Agreement shall be construed as if such illegal, invalid or unenforceable provision was not a part hereof, and the remaining provisions shall be modified to the extent necessary to render the Agreement valid, legal and enforceable.

## XI. Signature

Legal name of person signing:

Preferred name of person signing (if any):

Signer's relationship to Client if signer is not Client:

Signature:

Date:

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