



WEST RIDGE

ACADEMY

Outpatient Services CLIENT HANDBOOK

Last Updated: January 1, 2020

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INTRODUCTION

Welcome to West Ridge Academy Outpatient Services!

The WRA policies and procedures described and identified in this WRA Outpatient Services Client Handbook have been made part of the WRA Outpatient Services Agreement. Many of the paragraphs found herein will sound contractual in nature. This is because this Handbook is made part of the West Ridge Academy Outpatient Services Agreement. In other words, by signing the West Ridge Academy Outpatient Services Agreement, you are agreeing to all of the terms and conditions contained therein and in the Binding Addendums, which include this Client Handbook. Please read through each document carefully. If you have any related questions, please feel free to contact Rachel Noble, LCSW, Director of Outpatient Services at rnoble@wrcademy.com or #801-282-1013.

This WRA Outpatient Services Client Handbook dated APRIL 11, 2017, SHALL NOT be modified or amended in any way without the express written approval of the WRA Director of Outpatient Services and WRA Onsite Legal Counsel.

DEFINITIONS

“Client” means any individual receiving WRA outpatient services pursuant to a WRA Outpatient Services Agreement.

“Client Agreement” (herein “Agreement”) means and refers to the standard West Ridge Academy Outpatient Services Agreement. For those individuals who have executed an Agreement, the term Agreement shall refer specifically to the executed Agreement.

“Group Therapy” means treatment involving the combination of mental health therapy and psychoeducational material provided and presented by a licensed mental health professional in a setting with four or more individuals.

“Medication Management” means a psychological evaluation and accompanying medication prescription and maintenance provided by a licensed medical provider who specializes in mental health.

“Mental Health Professional/Provider” means any therapist, nurse, social worker, psychologist or psychiatrist licensed by the State of Utah or another state (as the case may be) to provide their respective services.

“Outpatient Counseling (Family)” means mental health counseling provided by a licensed mental health professional to two or more family members at the same time.

“Outpatient Counseling (Individual)” means mental health counseling provided by a licensed mental health professional to an individual client.

“Outpatient Services” means mental health services (including, but not limited to, individual counseling, family counseling, in-home services, group therapy, medication management, etc.) provided to a client whose current residence is NOT West Ridge Academy.

“Responsible Party” (herein “RP”) means any parent or guardian legally responsible for the care and wellbeing of a minor Client.

“West Ridge Academy” (herein “WRA”) means Children and Youth Services, Inc., dba West Ridge Academy, and each of its officers, directors, shareholders, employees, attorneys, and agents.

GENERAL INFORMATION

Services Provided. West Ridge Academy offers the following Outpatient Services: 1) Individual and Family Outpatient Counseling, 2) Group Therapy, and 3) Medication Management.

Overview. West Ridge Academy Outpatient Services are provided by mental health professionals licensed to practice therapy or medicine in the State of Utah and other support staff as needed. West Ridge Academy is focused on the treatment of adolescents and families.

Professional Relationship. Effective mental health therapy is founded on mutual understanding, respect, and good rapport between client and their mental health services provider. Because mental health professionals can best serve client needs by focusing exclusively on each client's therapy, the WRA Client and RP shall maintain a professional relationship with their WRA appointed Mental Health Professional(s) (i.e. avoiding personal/social relationships, avoiding business relationships, etc.). To assure open communication, the WRA appointed mental health professionals are pleased to discuss any concerns or questions any Client or RP may have regarding treatment.

Confidentiality. State law and professional ethics require mental health providers to maintain confidentiality, except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse.
2. A situation in which serious threat to a reasonably well-identified victim is communicated to the provider.
3. When threat to injure or kill oneself is communicated to the provider.
4. If parents are deemed to be acting as personal representatives of minor clients under the age of 18, such minor clients do not have full confidentiality from their parents. However, WRA recognizes that a relationship of trust is essential in order for adolescents to communicate honestly and make progress in therapy. WRA appointed Mental Health Professional(s) will work to maintain a great deal of confidentiality, while still allowing the parents to be involved and invested in their child's healing process. WRA appointed Mental Health Professional(s) strongly encourage clients to be open and honest with their parents about items that are discussed in treatment.
5. If all or a portion of related treatment fees will be paid by RP's medical insurance provider, then RP may be required to sign a release of confidential information authorizing WRA along with its authorized agents and assigns to retrieve from and share protected health information with RP's medical insurance provider. If requested by WRA, RP agrees to and must sign the above described release of confidential information.
6. If the RP is required to sign a release of information for psychotherapy records, pursuant to related litigation or other matters with private or public agencies, then RP shall have the right to discuss these matters with an attorney prior to signing said release of information.
7. Clients, participating in family and group therapies, each promise to respect and maintain the confidentiality of others. While WRA is obligated to protect Client's protected health information, it is not obligated nor able to forcefully control the conduct of other treatment

participants. RP and Client understand and acknowledge that WRA is not in any way responsible for the conduct of other treatment participants.

8. WRA appointed Mental Health Professional(s) may at times speak with professional colleagues about their work without asking permission, but a client's protected health information shall not be disclosed by any WRA appointed Mental Health Professional without first receiving a proper release of information.
9. Other potential limits to confidentiality shall include the following:
 - a) All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances.
 - b) Cell phones, portable phones, faxes, and e-mails are used to share clinical information on some occasions. All electronic communication compromises confidentiality.

Notice of Research and Evaluation. WRA conducts an ongoing program gathering and evaluating statistical data to document outcomes for WRA continuous improvement programs. WRA may use all or part of its statistical data for potential future research. WRA may collaborate or consult with academic researchers (i.e. Utah State University) for this purpose. All data used shall remain anonymous and shall protect the privacy of individual WRA patients. WRA shall not collect or include protected personal health information with its research and evaluation programs. Participation in WRA research is voluntary. Responsible Parties voluntarily stipulate and agree to participate in WRA Research and Evaluation by signing the Outpatient Counseling Agreement.

Provider Availability. West Ridge Academy Outpatient Services are generally open Monday through Friday during normal business hours. Not all providers are available during all business hours, and some may have after hour availability. West Ridge Academy Outpatient Services is not open 24/7. If non-critical matters occur between scheduled appointments, the client can leave a message on the provider's voicemail and expect a return call, in most cases, within 24 business hours.

Urgent Needs. In the event of a crisis, please call **UNI Crisis Services at #801-587-3000.**

Outcomes Disclaimer. Though West Ridge Academy has demonstrated high success rates in the past, it cannot and does not make guarantees or warranties of any kind regarding successful outcomes, neither express or implied, to any person, including, but not limited to parent(s), responsible parties, client(s), or any family member(s).

Waiver of Claims. WRA does not guaranty or warranty any particular service or promise any outcome. Understanding this, RP voluntarily releases and discharges WRA from any and all claims, demands, actions, suits, or proceedings which RP, RP's children, dependents, heirs, assigns, personal representatives, estate, other parents, relatives or next of kin may have for any and all injuries, damages and expenses, including, but not limited to, all personal injuries and illnesses and all damages to personal and real property arising from or otherwise related to services provided by or on behalf of WRA. RP expressly agrees and promises to accept and assume all risks existing or resulting from any WRA treatment, program, activity, etc. RP further agrees that if Client reaches or attains the age of 18 while participating in any WRA program, RP shall continue to accept and assume all above described risks existing or resulting from Client's participation in any WRA treatment, program, activity, etc. RP understands that participation is voluntary and RP has elected to participate or to cause Client to participate despite potential risks. RP voluntarily releases, forever discharges and agrees to indemnify and hold WRA harmless from any and all claims, demands or causes of action, which are in any way

connected with Client participation in or receiving WRA services, including any such claims which allege negligent acts or omissions.

Indemnification. RP agrees that if any claim and/or litigation is brought against WRA by RP, client or by any other party pursuant to or related to the Agreement or related in any way to RP's circumstances or conduct, OR if any WRA document, agent, or employee is subpoenaed or otherwise required to be produced as evidence or testimony in any legal proceeding pertaining in any way to the RP, Client or the services provided under the Agreement, then the RP will indemnify and hold WRA harmless from any and all damages, judgments, costs, and attorney fee awards, as well as attorneys' fees required to defend against said claim or litigation. All costs and attorneys' fees incurred by WRA will be billed as received by WRA to RP and any related RP responsible for the enrollment fee under the terms of the Agreement and RP agrees to pay said fees immediately upon receipt.

Termination of Treatment. WRA may cancel an Outpatient Counseling Agreement at any time and for any reason. RP may terminate treatment at any time and for any reason, subject to WRA Cancellation Fees made part of this Handbook.

FINANCIAL POLICIES & PROCEDURES

WRA has adopted and may from time to time amend the following financial policies and procedures:

RP Financial Responsibility: With the exception of clients utilizing in-network insurance benefits, it is the responsibility of the RP to pay in full for treatment at the time services are rendered. Any exceptions need to be approved with the Director of Outpatient Services. Though churches, states, non-profits, insurance companies and other organizations and individuals may agree to make payment on behalf of the Client, RP agrees that in the event any payments are not made as herein required, RP shall be responsible for making payment. RP guarantees payment and assumes responsibility for all payments. RP shall have exclusive responsibility for payment, obtaining all requisite approvals and working with insurance companies, churches, state agencies, non-profits and other organizations. WRA shall not be required to contact or to collect from any 3rd party payer on behalf of RP or Client(s).

Insurance Payment & Reimbursements. If a client is using out-of-network benefits to cover the costs of treatment, payment is due in full at the time of service. If a client is using in-network benefits to cover the costs of treatment, any applicable copays or deductible amounts are due in full at the time of service. In the event that any reimbursement payment is received from an insurance provider, the received amount will be used to credit the account and pay for the services provided to the Client and Client's family, regardless of whether that payment is sent to WRA or to RP, or to some other individual or entity. RP will be reimbursed any applicable amounts after insurance payments are made on the client's behalf. Except as otherwise agreed to in writing, RP agrees to pay all required insurance related deductibles, copays and coinsurances in full on or before the date of service. As a service to its clientele, WRA has established a relationship with an insurance billing company. For those WRA fees not already pre-paid by RP, RP directs WRA: (1) to bill RP's insurance company for those WRA services covered by RP's insurance provider; and (2) to exchange related and necessary information to secure insurance payment. Regardless of the submission of insurance claims hereunder, RP understands that RP is ultimately responsible for the payment of all WRA fees if not paid for by RP's insurance provider. Insurance reimbursements and/or payments, if any, shall be credited to RP's account upon actual receipt by WRA to pay for WRA services provided to the Client and Client's family. WRA is NOT responsible to convince RP's insurance company to pay for the cost of services. In the event that RP's insurance company for any reason fails or refuses to pay for all or any services rendered, RP shall be responsible for payment in full.

Acceptable Forms of Payment. West Ridge Academy accepts cash, personal checks, debit/credit cards, and health savings account or flex spending cards for payment.

Standard Fees. Please see the "Outpatient Services Fee Schedule" for current fees.

Bounced Checks. Any check that is returned for insufficient funds will be charged the amount of the check and a \$20 processing fee.

Late Fees & Charges. Any unpaid payment or unpaid balance thirty (30) or more days past due will incur a late fee of \$50.00 and additional finance charges at a rate of 1.5% per month. Should WRA be required to employ the services of an attorney to collect unpaid invoices, fees or other charges, the RP understands and agrees that RP is also responsible for paying reasonable attorney's fees and costs of collection in the amount of 40% of any and all monies owed to WRA, including but not limited to: fees for service, reimbursement costs/expenses, late fees, etc.

Cancellation Fees. RP and/or Client shall provide 48 hours (2 working days) prior written notice of cancellation. If RP and/or Client fails to provide the requisite 48-hour notice or if Client simply misses an appointment, RP shall pay a \$50.00 service charge.

Administrative Fees. WRA has intentionally excluded administrative fees. WRA will not bill RP for administrative fees, unless Client/RP requires excessive administrative time, cost or expense. If Client/RP does require excessive administrative time, cost or expense, WRA will notify RP in advance, before initiating billing for administrative time.

Special Fees or Charges. Any special fees or charges incurred shall be submitted in writing to RP for written RP approval before they are incurred. If special fees or charges are approved, then WRA will invoice them at the time of service. Special Fees or Charges, may include, but are not limited to: conference opportunities, additional family outings, and any other requested services.

Responsibility for Damages. RP agrees to take full responsibility for any damages Client, RP or RP's family members may cause to WRA property, WRA employees or WRA Independent Contractors. RP shall take full responsibility for any damages caused. Damages for either party may include restitution, monetary damages, or both. WRA will bill RP for any damages which may occur with and as part of standard WRA Client invoices/billings.

Attorney Fees. The Parties agree that if WRA, in its discretion, finds it necessary to retain counsel as a result of actions taken by the Parent(s)/Guardian(s), by a family member, by the legal representatives of the Parent(s)/Guardian(s) or the Family, or by any other person or entity in relation to the Parent(s)/Guardian(s) or Family, then the undersigned will be responsible for all costs, expenses and attorneys' fees incurred by WRA which shall be billed to the Parent(s)/Guardian(s) and/or Guarantor and become part of the enrollment fee under the terms of the Agreement.

Financial Hardship. In circumstances of unusual financial hardship, please contact the Director of Outpatient Services to discuss potential payment options.

INDIVIDUAL & FAMILY OUTPATIENT COUNSELING

Treatment Planning Process. During the initial visit, the therapist will conduct a thorough evaluation to determine potential diagnoses and will make recommendations for a personalized treatment plan. Following the initial evaluation, most clients meet with their therapist once a week for a 60-minute session, but treatment recommendations can be individualized by the therapist to fit specific needs.

Purpose of Therapy. Therapy is designed to help clients of all ages understand how their feelings and thoughts affect the way they act, react, and relate to others. Whether therapy works depends a great deal on the client's willingness and ability to experience all relationships deeply, especially the therapeutic relationship. Each client has a unique opportunity to view themselves more accurately, and to make connections between past and current conflicts that illuminate the way one relates to one's self and to others. Clients are encouraged to talk about thoughts and feelings that arise in therapy, especially feelings toward the therapist. These feelings are important because elements of one's history of important affections and hostilities toward parents and siblings or significant others are often shifted onto the therapist and the process of therapy.

Time Frame for Therapy. Therapy can be relatively short-term when the focus is limited to resolving specific symptoms or problem areas, or longer term if the treatment focus targets more pervasive or long-standing difficulties. When the client feels she or he has accomplished the desired goals, then a termination date can be set.

Outcomes of Therapy. Clients are urged to consider the costs and benefits that a major psychological transformation may have on current life situations and relationships. Although many clients significantly benefit from participation in therapy, not all people experience improvement and therapy may be emotionally painful at times. Clients have the right to refuse or to discontinue services at any time.

GROUP THERAPY

Purpose of Group Therapy. The positive peer pressure and support that occurs in a group therapy setting can be very beneficial to the healing process. Group therapy typically consists of group sharing, as well as skills education and activities.

Group Fees. See the current fee schedule for the cost of group therapy. A nonrefundable \$50.00 registration fee is required in order to reserve your child's placement in a West Ridge group. The registration fee will be applied to the total cost of the group session. The remaining amount will be due on the first day of group and is nonrefundable.

Friendships Outside of Treatment. Because of the sharing aspect of group therapy, clients often develop friendships. West Ridge Academy neither encourages nor discourages client communication outside of group and leaves this decision completely to parental discretion.

Confidentiality. In addition to our general confidentiality restrictions, WRA cannot ensure that group members will keep the confidence of other group members.

MEDICATION MANAGEMENT

Medication Management Process. Medication Management through West Ridge Academy Outpatient Counseling consists of meeting with an Advanced Practice Registered Nurse (APRN) who specializes in mental health medication management for youth ages 8-18. Medication Management through West Ridge Academy is only offered to clients actively participating in another outpatient program (i.e. individual/family therapy or group therapy). The APRN will meet with the client and, if the client is a minor, the parents/legal guardians to discuss mental health issues and potential medication management options. The APRN will never prescribe or alter any medications for a minor without first receiving consent from parents/legal guardians.

Prescriptions. Following an initial assessment or follow-up appointment, a client may be given a physical prescription or request to have it called in to a pharmacy of their choice. Actual prescription medications are not available at the West Ridge Academy facility.

Contacting the Medication Provider. If the client or RP have questions or concerns related to medication management, please call #801-282-1102. Our medication assistant will be able to communicate any concerns directly to our medication provider. Any immediate medical concerns or emergencies should be taken to a nearby emergency room or physician, as West Ridge Academy Medication Management Services are not a 24-hour service.

MISCELLANEOUS

Severability. In the event that any arbitrator or court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in the Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

Amendments/Modifications. The terms and provisions of the Agreement may be modified or amended only by written agreement executed by all parties thereto.

Arbitration Agreement. Any and all disputes, controversies or claims arising, either directly or indirectly from or out of the Agreement, not finally resolved by good faith negotiation or mediation, shall be exclusively and definitively resolved through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass ALL possible disputes. Parties shall not be obligated to utilize the services of the American Arbitration Association, as such services are expensive and often cost prohibitive. A single arbitrator shall be jointly selected and jointly paid for by the parties to the dispute, unless the parties fail to agree on an arbitrator within thirty (30) days after the filing of notice of arbitration. If the parties fail to select an arbitrator as herein required, then each party shall within five (5) days each choose and retain an arbitrator at their own expense. The two arbitrators shall within five (5) days choose a third arbitrator (paid for by the parties jointly) to complete the arbitration panel, which panel shall decide the dispute by a written majority decision. The arbitrators must be attorneys, barred and properly authorized, and practicing in the State of Utah. The parties agree that no arbitrator shall have authority to award punitive or exemplary damages. Unless otherwise agreed by all parties to the dispute, the place of arbitration shall be at the WRA main office located at 5500 West Bagley Park Road, West Jordan, Utah 84088. The decision of the arbitrator or arbitration panel shall be final. All negotiations, mediation, arbitration, and expert determinations relating to a dispute, including a settlement resulting from negotiation or mediation, an arbitration award, documents exchanged or

produced during a mediation or arbitration proceeding, and memorials, briefs or other documents prepared for the arbitration, are strictly confidential and may not be disclosed by the parties, their employees, officers, directors, counsel, consultants, and expert witnesses except to the extent necessary to enforce the Agreement or any arbitration award. A breach of this confidentiality provision shall not void any settlement, expert determination or award, but may give rise to additional damages.

Assignment. Neither the Agreement, nor any right thereunder, may be assigned by any of the parties thereto without the prior consent of the other party in writing. WRA may assign its right to fees for the purposes of engaging in collection actions or activities.

Parties in Interest. The West Ridge Academy Outpatient Services Agreement shall be binding upon and inure solely to the benefit of each party thereto and their permitted assigns, and nothing in that Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of the Agreement. Nothing in the Outpatient Services Agreement shall be construed to create any rights or obligations except among the parties thereto, and no person or entity shall be regarded as a third-party beneficiary of that Agreement.

Headings and Captions. The headings and captions of the various subdivisions of the West Ridge Academy Outpatient Services Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions thereof.