

# TERMS AND CONDITIONS

**Effective Date:** [02/23/2025]

## Welcome to Wake Point Recovery

These Terms and Conditions (“Agreement”) govern your use of the outpatient services provided by Wake Point Recovery (“we,” “us,” “our”) for the treatment of substance and alcohol abuse. By accessing our services or using our website, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, please do not use our services.

### 1. Services Provided

Wake Point Recovery offers outpatient rehabilitation programs designed to assist individuals in overcoming substance and alcohol abuse. Our outpatient services include individual therapy, group counseling, addiction education, and ongoing support to promote long-term recovery. Our outpatient programs are flexible, allowing you to receive treatment while continuing to live at home and maintain your regular activities.

### 2. Eligibility and Enrollment

**2.1 Age Requirement:** Our services are available to individuals who are 18+ years of age.

**2.2 Admission Process:** To begin treatment, you must undergo an initial intake assessment. This assessment helps us evaluate your needs and design an appropriate treatment plan tailored to your circumstances.

**2.3 Medical Disclosure:** You must disclose any pre-existing medical conditions or medications you are taking. If necessary, we may request additional medical clearance from a healthcare provider to ensure that outpatient treatment is appropriate for your needs.

**2.3 Insurance Providers Accepted:** Our facility only accepts insurance plans from the following providers: Aetna, Anthem, Beacon, BlueCross/Blue Shield, Kaiser Permanente, HealthNet, Humana, Magellan Health, MHN, MultiplePlan, Value Options, AARP, as well as Medi-Cal and Medi-Care. It is the responsibility of the patient to verify their coverage with these providers before beginning treatment.

### 3. Client Responsibilities

**3.1 Honesty and Cooperation:** You agree to provide honest and accurate information throughout your treatment process and to cooperate fully with our team. Successful recovery requires your commitment to the treatment plan and the guidance provided by our clinicians.

**3.2 Compliance with Center Policies:** You agree to abide by all policies and guidelines established by Wake Point Recovery, including attending scheduled therapy sessions, participating in group sessions, and following treatment recommendations.

**3.3 Respect for Others:** You are expected to treat all other clients, staff, and visitors with respect and professionalism. Disruptive, violent, or aggressive behavior will not be tolerated.

**3.4 Confidentiality:** You agree to maintain confidentiality regarding other clients' personal information and recovery journeys, respecting their privacy at all times.

#### **4. Fees and Payment**

**4.1 Treatment Fees:** The costs associated with treatment services at Wake Point Recovery will be outlined in your individual treatment plan. You will be informed of the fees before treatment begins.

**4.2 Payment Methods:** Payment can be made through cash, card, or insurance. Clients are responsible for ensuring timely payment of all fees associated with their outpatient treatment.

**4.3 Insurance Coverage:** If you plan to use insurance, it is your responsibility to verify that Wake Point Recovery is a participating provider under your insurance plan. You are responsible for any co-payments, deductibles, or expenses not covered by your insurance.

#### **5. Privacy and Confidentiality**

**5.1 Client Information:** All personal, medical, and financial information shared with Wake Point Recovery is considered confidential and will not be disclosed without your written consent, except as required by law or in the event of an emergency.

**5.2 HIPAA Compliance:** We are fully compliant with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable laws protecting your privacy and health information.

#### **6. Termination of Services**

**6.1 Voluntary Termination:** You may choose to discontinue treatment at any time, but we strongly recommend discussing this decision with your therapist to ensure the best possible outcome for your recovery.

**6.2 Involuntary Termination:** We reserve the right to terminate services if you fail to comply with the policies of Wake Point Recovery, miss multiple appointments, or engage in behavior that is harmful to yourself, other clients, or staff. This includes violence, illegal activity, or failure to follow the treatment plan.

#### **7. Use of Pronouns and Gender Identity Information**

**7.1 Right to Use Pronouns Based on Documentation:** Wake Point Recovery will refer to patients using pronouns and gender identity as indicated in the documentation provided by the patient, including medical reports, certificates, or records from previous healthcare providers. Pronouns and gender references will be used strictly based on this documented information, and not based on personal preferences.

## **8. Disclaimers**

**8.1 Medical Disclaimer:** While Wake Point Recovery provides outpatient rehabilitation services, we do not guarantee the outcome or success of the treatment program. Recovery is an individualized and ongoing process, and results may vary.

**8.2 Liability Limitations:** Wake Point Recovery is not responsible for any injuries, accidents, or damages arising from participation in our outpatient programs, except in cases of gross negligence or willful misconduct. By using our services, you agree to assume all risks associated with your treatment.

## **9. Emergency Situations**

In the case of a medical or mental health emergency, please call our emergency hotline at (844) 804-7500 immediately. If you are experiencing a life-threatening situation, please seek immediate medical attention by calling 911.

## **10. Indemnification**

You agree to indemnify and hold harmless Wake Point Recovery, its employees, agents, contractors, and affiliates from any and all claims, damages, liabilities, and expenses arising out of your use of our outpatient services, including any legal actions or disputes.

## **11. Modifications to Terms and Conditions**

Wake Point Recovery reserves the right to update or modify these Terms and Conditions at any time. Any changes will be posted on our website and, where appropriate, communicated to you via email. Continued use of our services after changes are posted constitutes acceptance of the revised terms.

## **12. Governing Law**

This Agreement is governed by the laws of California, and any disputes shall be resolved in the courts of California.