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Rates, Expenditures and Fees

This AGREEMENT is entered between Canyon River Ranch, LLC (hereinafter “CRR”) and (hereinafter “the Sponsor(s)”) whose name and address is/are:

1. **SPONSOR(S).** The Sponsor(s) affirm that they are the legal parent/guardian with legal custody of _____ (hereinafter “the Client”), whose birth date is _____, 20____, and that they expressly desire to contract for his admission in CRR according to the terms set forth herein.
2. **ADMISSION OF CLIENT.** CRR accepts for admission the above-named Client and promises to undertake and provide the following services and facilities: room and board, routine academic supplies and services; routine therapeutic and behavioral modification services; first-aid supplies; and medication management.
3. **CONTRACT PERIOD.** This Agreement will begin _____, 20____, and shall be renewed automatically on a month-to-month basis, unless either party terminates this Agreement.
4. **FINANCIAL PROVISION.**
 - a. **DAILY RATE.** The daily rate for services at CRR as described under Section 2 is \$285.00 for private pay clients. CRR has the legal right to pursue its daily rate, or any lesser figure, from the Client’s insurance company(s), to the extent permitted by law, and as agreed upon by CRR and the Sponsor(s).
 - b. **ADDITIONAL COSTS AND EXPENES.** In addition to the above daily rate, the Sponsor(s) agree to pay for the following expenditures incurred by the Client, which expenditures will be billed to the Sponsor(s) monthly, as they arise: Medical (including medication and medical checks); dental; psychological services and testing; and special academic services. The expenditures set forth in this subsection (b) must be authorized by the Sponsor(s). Psychological services will need to be completed by Sponsor if assessment was completed more than two years ago.

- c. **TRANSPORTATION/ESCORT FEE.** CRR offers Transportation/Escort services for students during holiday or other out-of-state home visits for a fee of \$150 each way. CRR staff will provide the following services:
 - i. *Transport student to/from airport*
 - ii. *Escort student to/from airport terminal*
 - iii. *Assist in baggage check and/or claim*
 - iv. *Assist with delays, flight changes, etc.*

If parents do not choose to have CRR provide these services, parents must understand they are responsible to make arrangements for an airport shuttle (or other transportation method) to transport the student to/from the CRR and arrange for “unaccompanied minor” services provided by the airline, per your request.

- d. **INITIAL PAYMENT AND PAYMENT SCHEUDLE – (Private Pay)**

An initial payment of \$15,040.00 shall be paid upon admission as follows:

- \$2,500 Non-refundable fee to reserve a space for the Client and to cover admission expenses, administrative costs, educational and recreational supplies/fees, personal hygiene needs, and daily allowance
- \$3,990 Non-refundable fee to be used to pay the daily rate for the Client’s final two weeks at the YHA
- \$8,550 To pay the daily rate of \$285.00 per day

Additional Costs:

- \$300/flat fee Initial Psychiatric Evaluation (as needed)
- \$150/flat fee Extended Medication Management: extended time over the monthly session with Psychiatrist/APRN (i.e. additional parent phone calls/conference calls with Psychiatrist/APRN as needed)
- \$1,500/ flat fee School District Due Process

- e. **INITIAL PAYMENT AND PAYMENT SCHEUDLE – (School District Funded)**

- \$1,500 Admissions Fee (Non-refundable fee to reserve a space for the Client and to cover admission expenses, educational and recreational supplies, personal hygiene needs, and daily allowance)
- \$350 Daily Rate

Additional Costs:

- \$300/flat fee Initial Psychiatric Evaluation as needed
- \$150/flat fee Extended Medication Management: extended time over the monthly session with Psychiatrist/APRN (i.e. additional parent phone calls/conference calls with Psychiatrist/APRN as needed)
- \$1,500/ flat fee School District Due Process

- f. Charges described in Section 4.a shall be due and payable on the first day of the month for the upcoming calendar month
- g. Expenditures described in Section 4.b shall be billed to Sponsor(s) on a monthly basis and shall be immediately due and payable upon receipt.
- h. **RESPONSIBILITY OF DAMAGE TO PROPERTY BY CLIENT.** Sponsor(s) agree to be financially responsible for the costs of repairing or replacing any property, or property belonging to others, which may be located at CRR that has been damaged, defaced or destroyed by the Client.
- i. **RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CLIENT’S PROPERTY.** CRR is not liable financially or otherwise for loss, damage, or theft of any of the Client’s property.
- j. **COST OF COLLECTION/ATTORNEY’S FEES.** Sponsor(s) agree to pay the cost of collection of any amounts due under this agreement, including reasonable attorney’s fees.
- k. **BANK SERVICE FEES.** Sponsor(s) agree to pay a fee in the amount of 3% (three percent) of all amounts that are paid under this agreement by credit or debit card.
- l. **AGREEMENT TO PAY REGARDLESS OF INSURANCE.** Sponsor(s) agree to pay CRR all amounts set forth herein. CRR and the Sponsor(s) may agree that CRR should pursue insurance

benefits for the Client for medical services rendered by CRR. In the event CRR pursues insurance benefits for the Client, all such insurance benefits shall be paid to CRR and CRR shall reimburse the Sponsor(s) for amounts paid by the Sponsor(s) that are specifically covered by such proceeds. Nothing in this Agreement shall be construed to be an obligation by CRR to pursue any insurance benefit recovery.

m. **NOTICE TO CRR OF SPONSOR(S) DISCHARGE.** The Sponsor(s) agree to give CRR minimum of two weeks' notice prior to Sponsor(s) requested discharge. The Sponsor(s) agree that a client that is discharged by Sponsor(s) with less than a two-week notice will be charged a minimum of two weeks tuition, at the daily rate, beginning on the date such notice is given. In the event a client is discharged due to illegal and/or criminal behavior by CRR, or due to a unilateral decision by CRR, the Sponsor(s) shall only be charged for the days the client resides at CRR.

5. **RELEASE OF RECORDS.** CRR shall release the Client's transcript and records to other facilities upon the specific request of the Sponsor(s), provided, however, that transcripts and records of academic credits shall NOT be released until all amounts owing CRR under this Agreement at the time of the request shall be paid in full.

6. **CHOICE OF JURISDICTION, LAW AND OTHER MATTERS.** Sponsor(s) agree to be subject to jurisdiction of the Utah Courts in any dispute between the Parties to this Agreement. The Parties agree that this Agreement constitutes a business transaction and is subject to the provisions of Title 78, Chapter 27, Section 24, of the Utah Code Annotated 1953, as amended. The Parties agree that Utah law shall govern this Agreement. Failure of either party to enforce any term or provision of this Agreement shall not constitute or be construed as a waiver of such term or provision or the right to enforce it. If any provision of this Agreement is construed to be overboard as written, the remaining provisions shall remain enforceable according to applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below.

Sponsor (Father/Guardian) Signed this ____ day of _____, 20__

Sponsor (Mother/Guardian) Signed this ____ day of _____, 20__

Authorized Representative of CRR Signed this ____ day of _____, 20__