



Enrollment Checklist

The following documents are required and MUST be completed in order to enroll your child at SunHawk

- Application For Admission/Item # EC I**
This is a separate document and can be found online at www.sunhawkrecovery.com
- Enrollment Agreement/Item # EC II (Page 4 – 10 (Initial on Page 7))**
- Tuition Schedule (Page 11)**
- Authorization for use of Disclosure/Item # EC XII (Page 12)**
This form is optional; however gives the counselor assigned to your child the ability to share information with other professionals. There must be a separate form filled out for each professional.
- Assignment of Insurance Benefits/Item # EC IV (Page 13)**
- Medical Expenses/Credit Card authorization/Item #EC V (Page 14)**
- Dr. Nilson’s standing order form (Page 15)**
This document is necessary for the nurse to administer over-the counter medications
- Request for Student Records/Item #EC VI (Page 16)**
- Continuum of Care Agreement/Item #EC XI (Page 17)**
- Referral Information Sheet/Item #EC XIII (Page 18)**
This form is optional; however if you are working with an educational consultant, or a clinical professional please put all of their information on this form.
- Notice of Privacy Practices/Item #EC VIII (Page 19 – 21)**
This form is our HIPAA Acknowledgement. Please keep this for your records.
- Acknowledgement of Receipt (Page 22)**
This form is acknowledging that you have received the Notice of Privacy Practices Item #EC VIII
- Photograph Release of Liability/Item #EC IX (Page 23)**
*This form gives us the right to photograph your student, along with other students doing various activities. Photographs will be updated in Parent Check-in website. This is for your benefit only; SunHawk **will not** use photographs for promotional purposes.*
- E-Mail Address Usage Release/Item #EC X (Page 24)**
If you would like to participate in Parent Check-in we will need your permission to use your e-mail address for updates on your child’s progress and recovery.
- Release of Liability (Page 25) Off campus activities**
- Religious Preference Form/Item #EC VII (Page 26)**
- Interstate Compact Placement Form 100A (Page 27)**
This is mandatory form by your state of residence and by the state of Utah. This form is meant to ensure the protection of your child while he/she is across state lines. Please make sure this is filled out and signed.
- Copy of immunization record (Required)**
- Copy of Health Insurance Card/s**
- If parents are divorced or there is a legal guardian other than parent of the child, please send legal documentation of guardianship/custody rights.**

Once again, these documents are required and MUST be completed in order to enroll your child at SunHawk

Approved items to bring

These are the only items your student will need at enrollment; all unapproved items will be returned to you at your cost

- Medication for 30 days
- Up to 5 photos of immediate family, unframed
- One electric razor
- One small stuffed animal with no removable parts
- One pair of tennis shoes
- Two self help books
- One journal- Not spiral bound
- One set of religious scripture
- Glasses, orthodontic retainer, contacts(*no colored*),*if required*

SunHawk will provide your child with a full uniform; **do not** send under garments or extra clothing.

SunHawk Adolescent Recovery Center

Tuition Schedule

(Exhibit “A”)

Monthly Tuition.....\$6,750.00

Enrollment Fee.....\$2,800.00

Form of Payment

Credit card for deduction of tuition on the first of each month – MasterCard, Visa, Discover or American Express

Extra Charges

Occasionally there may be extra charges incurred during your students stay at SunHawk Adolescent Recovery Center.

These include:

- Any medical expenses, including dental visits, prescriptions, psychological evaluations, psychiatric evaluations, pediatrician visits, and medication management.

SUNHAWK ADOLESCENT RECOVERY CENTER
PROGRAM ENROLLMENT AGREEMENT
(SunHawk)

This agreement ("Agreement") is entered into by and between SunHawk Adolescent Recovery Center, a Delaware Corporation (hereinafter "SunHawk"), operating The SunHawk Program, a licensed program which is described in the program materials that Sponsor has received previously and which is made a part of this Agreement by reference (the "Program") and PARENT'S NAME _____
Parent(s) and/or guardian(s) of the Student (hereinafter the "Sponsors") PARENT' ADDRESS: _____
_____ and PHONE NUMBER: _____.

In consideration of the mutual promises set forth in this Agreement, SunHawk and Sponsor (hereinafter the "Parties") mutually agree as follows:

1. SPONSOR'S REPRESENTATIONS. Sponsor warrants that Sponsor is the legal parent(s) and/or guardian(s), having legal custody, of the following child: **STUDENT'S NAME** _____ (full and preferred name), whose birth date is **DATE OF BIRTH** _____ (hereinafter the "Student"), and that Sponsor desires to and does hereby contract with SunHawk for the Student's enrollment in the Program according to the terms and conditions of this Agreement. In entering into and performing under this Agreement, SunHawk is relying on all representations and promises of the Sponsor contained or expressed in this Agreement and all other documents and information sheets from Sponsor to SunHawk, and Sponsor expressly warrants the truth and accuracy of the same.

2. ENROLLMENT OF THE STUDENT. Upon Sponsor's initial payment as set forth in Exhibit "A", and completion of this Agreement, the Enrollment Application and all related documentation, and upon SunHawk's execution of this Agreement, SunHawk shall accept the Student conditionally for enrollment in the Program, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that SunHawk's conditional acceptance of the Student is subject to the personal evaluation and screening process conducted by SunHawk prior to completion of the Assessment phase of the Program (the first thirty (30) days following enrollment). If the Student satisfies SunHawk's screening criteria, SunHawk shall accept the Student and, except as otherwise provided herein, permit the Student to complete the Program. If the Student fails to satisfy SunHawk's screening criteria, the Student will be returned promptly to Sponsor and SunHawk will retain the prepaid tuition fee and be entitled to payment for all reasonable expenses incurred by SunHawk on behalf of the Student and/or the Sponsor prior to the Student's return, as more fully described below.

3. TERM OF AGREEMENT/CUSTODY. Assuming the Student is accepted into the Program, the term of this Agreement shall be a minimum of **5 months** beginning with the Student's arrival in St. George, Utah, now anticipated on **DATE OF ARRIVAL** _____ (the "Arrival Date"). On the Arrival Date, Sponsor shall transfer, by a Power of Attorney in the form received and executed by Sponsor, temporary custody of the Student to SunHawk for the duration of the Agreement, unless either party terminates this Agreement prior thereto by giving written notice to the other party pursuant to paragraphs 11A or 11B herein or until the Student attains the age of eighteen (18), unless the Student (a) has otherwise been placed in the custody of SunHawk by a court of proper jurisdiction or (b) voluntarily consents in writing to remain in the Program for any period of time beyond said eighteenth (18th) birthday.

4. PROGRAM COSTS AND PAYMENT TERMS.

A. PROGRAM FEES. The Student is accepted with the expectation that the Student will complete the entire Program. Unless otherwise set forth in Exhibit "A," the **Monthly Fee is \$6,750.00, the Enrollment Fee is \$2,800.00.** If the participant arrives **during** a month, pro-rated tuition for the arrival month (based on the single month rate) is due by the 1st day of the following month. If a student arrives from the 15th – 31st, the prorated amount will be due upon arrival. If a participant leaves from the Program **during** the current month the tuition is non-refundable. Tuition for months **after** the first full calendar month is **due by the 1st day of each month.** **Sponsor agrees to sign a credit card authorization and is an additional page to this contract.** Tuition will be funded by either a credit card and if card is not funded on the 1st, you will carry an additional charge of \$250 and we reserve the right to return the child to Sponsors. Sponsor is responsible for

ensuring payment is made on time, regardless of whether or not a monthly invoice or SunHawk provides statement. Payments not received by the due date will be charged interest at the rate of eighteen percent (18%) per annum. Sponsor agrees to pay all attorney fees, court costs, filing fees, and charges or commissions that may be assessed by any collection agency retained to pursue collection of any outstanding sums. Sponsor acknowledges that except as provided herein, this advance payment is non-refundable, due to the need for SunHawk to budget for the Program as well as the fact that Student will be filling one of a limited number of openings in the Program. **Student transcripts and other documentation will not be released until all financial obligations have been met.**

B. FEE INCREASES. The current tuition fee is subject to an annual increase effective January 1st of each year. The program shall provide a 60-day notice detailing the amount of the increase.

C. PAYMENT/CANCELLATION REFUNDS. The amount of deposit (for private pay admissions), if any, or the estimated total co-payment (for insurance-reimbursed admissions), as more fully described in Exhibit "A", shall be paid by a credit card payable to SunHawk and delivered to SunHawk along with Sponsor's submission of this fully executed Enrollment Agreement and must be paid in full on or before the Student's arrival date. Upon admission, Sponsors are additionally responsible for a non-refundable enrollment fee and as set forth in Exhibit "A." Except as otherwise within this agreement, Sponsors are liable for the entire Program fees and any other amounts due under this Agreement. Sponsors utilizing insurance shall remain liable for any portion of the Program fee and any other amounts due under this Agreement not paid in full by Sponsor's or Student's insurers. A cancellation received less than seven (7) days prior to the arrival date will result in a 50% refund. The amount retained by SunHawk may, if deemed appropriate by SunHawk, be used as credit against any future enrollment of the Student.

D. EARLY WITHDRAWAL OF STUDENT. We require 30 days written notice of withdrawal. If Sponsor withdraws Student before expiration of the period of enrollment without the recommendations of the Executive Director Sponsor understands and agrees that any amounts still owed by the Sponsor as part of this Agreement will become immediately due. The non-refundable payments made and the continuing obligation to pay any amounts due but not paid, reflects the recognition that certain costs associated with making the program available to the Participant are incurred, whether or not the program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, the sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e. Liquidated Damages) SunHawk incurs with the early withdrawal of the Participant. Student transcripts and other documentation will not be released until all financial obligations have been met.

E. ADDITIONAL COSTS AND EXPENSES. In addition to the Program fee, Sponsor agrees to pay for the following expenses of the Student: transportation from the Student's current residence to St. George, Utah, and return transportation to the Student's current residence; food and lodging expenses for any holding period before commencement of the Program and/or after completion of the Program; all medical, dental, hospital, and related expenses incurred by or for the Student and all required personal items specified in the student clothing list. Sponsors are also responsible for any additional escort fees required for transporting Student to and/or from the Program to another location (i.e. airport, doctor's appointment or special event). Sponsors are responsible for the cost of any psychological testing requested.

F. PERSONAL INJURY AND DAMAGE TO PROPERTY. Sponsor agrees to accept full responsibility for (1) the repair or replacement of any property damaged, defaced, or destroyed by the Student, whether owned, leased, or controlled by SunHawk or any third party, and (2) any personal injury to any SunHawk personnel, other students or third parties caused, in whole or in part, by the Student; and to promptly reimburse SunHawk for any costs and expenses, including legal fees, it may incur in connection therewith.

G. RUNAWAY EXPENSES. In the event the Student runs away from the Program, SunHawk will make every reasonable effort to find the Student and return the Student to the Program or to the Sponsor. An accounting of the expenses incurred by SunHawk in finding and returning the Student will be made to the Sponsor who agrees to accept full responsibility for any and all such costs and expenses, and to pay the same within seven (7) days of the Sponsor's receipt of said accounting.

H. LOSS OR DAMAGE TO STUDENT'S PROPERTY. SunHawk is not liable for any loss of or damage to any of the Student's property. The Student is fully responsible for the same at all times.

I. SUBCONTRACTING. Sponsor agrees and consents to SunHawk's subcontracting certain services to be rendered under this Agreement to persons or entities deemed by SunHawk to be properly

qualified to provide said services, at no additional cost to Sponsor unless otherwise agreed to by both parties. SunHawk is not responsible for the services provided by such third-party contractors and is hereby released from any liability arising from such services. All clinicians furnishing services to the Student, including any psychiatrists, or internists or the like, are independent contractors with the client and are not employees of SunHawk. The Student is under the care and supervision of his/her attending clinician and it is the responsibility of the Student's clinician to obtain the Sponsor's informed consent, when required, for medical, surgical, or psychiatric treatment, special diagnostic or therapeutic procedures, or other services rendered the Student under the general and special instructions of the clinician. **Psychiatric visits are not included in the tuition as mentioned in "Exhibit A".**

J. **NURSING CARE.** SunHawk provides only general nursing care unless, upon orders of the Student's physician, the Student is provided more intensive nursing care. If the Student's condition is such as to need the service of a special duty nurse, it is agreed that the Sponsors must arrange such. SunHawk shall in no way be responsible for failure to provide the same and is hereby released from any and all liability arising from the fact that Student is not provided with such additional care.

5. ASSUMPTION OF RISKS; RELEASES AND INDEMNITIES. Sponsor acknowledges serious hazards and dangers, known and unknown, inherent in the Program, including but not limited to ranch, agricultural and vocational activities, emotional and physical injuries, illness or death that may arise from strenuous hiking, climbing and camping in a natural environment, exposure to the elements, plants and animals, running away from the Program, "acts of God" (nature), the ropes course, kayaking, water sports, stress, involvement with other students, self-inflicted injuries, and transportation to and from the Program's field location(s). Sponsor understands that in participating in the Programs Student will be in locations and using facilities where many hazards exist and is aware of and appreciates the risks, which may result. Sponsor understands that accidents occur during such activities due to the negligence of others, which may result in death or serious injury. Sponsor and Student are voluntarily participating in the Programs with knowledge of the dangers involved and agree to accept any and all risks.

In consideration for being permitted to participate in the Programs, Sponsor agrees to not sue, to assume all risks and to release, hold harmless and indemnify SunHawk and any and all of its predecessors, successors, officers, directors, trustees, insurers, employees, managers, agents, volunteers, community organizations, administrators, heirs, attorneys, executors, assigns and/or related or affiliated business entities including, but not limited to, Aspen Education Group, Inc. (Collectively all of the above persons and entities shall be referred to as the "Released Parties" hereafter) who, through negligence, carelessness or any other cause, might otherwise be liable to Sponsor or Student under theories of contract or tort law.

Sponsor intends by this Waiver and Release to release, in advance, and to waive his or her rights and discharge each and every one of the Released Parties, from any and all claims for damages for death, personal injury or property damage which Sponsor may have, or which may hereafter accrue as a result of Student's participation in any aspect of the Programs, even though that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. Additionally, Sponsor covenants not to sue any of the Released Parties based upon their breach of any duty owed to Sponsor or Student as a result of their participation in any aspect of the Programs. Sponsor understands and agrees that this Waiver and Release is binding on his or her heirs, assigns and legal representatives and that the Released Parties shall be exempt from liability to Sponsor, his or her heirs, assigns and legal representatives. Student is physically capable of participating in the Programs, and his or her medical care provider has approved his or her participation. If Sponsor is aware that Student is under treatment for any physical infirmity, ailment or illness, Student's medical care provider knows of and has approved Student's participation in the Programs. Sponsor acknowledges that Sponsor, and Sponsor alone, is solely responsible for Student's personal health and safety, and the personal property Student brings with him or her. Sponsor acknowledges that the medical insurance information Sponsor has provided on the Medical Form is current and complete and that Sponsor is solely responsible for procuring and maintaining all medical insurance Sponsor deems necessary and that the Released Parties have recommended that Sponsor procures and/or maintains medical insurance. Sponsor accepts full responsibility for any costs incurred for medical treatment due to failure to procure or maintain insurance, or pro-viding outdated or falsified insurance information. Sponsor understands that it is ultimately Sponsor's

responsibility to provide payment to any hospital/emergency response technicians/emergency transport company that may provide services to Student as a result of injury/illness during the Programs.

Sponsor agrees that this Release extends to all claims of every nature and kind whatsoever, and hereby expressly waives all rights under California Civil Code section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Sponsor agrees to indemnify the Released Parties from any and all actions, causes of action, claims, demands, damages, costs (including attorneys' fees), expenses, liabilities and charges, known or unknown (the "Liabilities") arising out of or in connection with claims and/or actions relating to or brought by or on behalf of Student, including, without limitation, claims related to or arising out of the Minor's participation in the Program. **Initials: _____**.

6. AUTHORIZATION FOR MEDICAL CARE AND RECORDS. In the event of an accident, injury, illness, or other medical necessity, Sponsor hereby authorizes SunHawk to: (a) provide emergency first aid to the Student in the field and en route to any hospital or clinic, (b) arrange for any medical, dental, psychiatric, hospital, ambulance or other health-related care for the Student deemed necessary by SunHawk's staff; and (c) authorize a physician, dentist or other health-care professional(s) to perform any procedure(s) that the health-care professional(s) deems necessary for the well-being of the Student. All costs and expenses incurred for these services shall be the sole responsibility of the Sponsor. Sponsor also authorizes SunHawk to arrange for a physical examination (including a drug screen urine/blood test, at SunHawk's option) and any psychological assessments of the Student deemed necessary by SunHawk prior to the Student's beginning the Program. Sponsor also authorizes any and all medical doctors, psychiatrists, psychologists, counselors, therapists, hospitals, clinics and treatment centers that have treated or counseled the Student, and whose names Sponsor shall provide to SunHawk, to release all information regarding the Student's medical and/or psychological history, diagnoses and treatments to SunHawk upon request. SunHawk shall handle all such protected health information ("PHI") pursuant to the guidelines promulgated in the Health Insurance Portability & Accountability Act ("HIPAA") of 1996.

1. AUTHORIZATION FOR SEARCH AND SEIZURE. Sponsor hereby authorizes SunHawk personnel to search the person and personal effects of the Student at any time, including a "strip search." In connection with such search, SunHawk may, in its discretion, require Student to remove all of his or her clothing and may search Student's entire person, including any body cavities in which contraband may be hidden. SunHawk is further authorized to confiscate any and all items deemed by SunHawk to be contraband or counterproductive to the Student's successful completion of the Program. The disposition of all items confiscated by SunHawk shall be left to the sole discretion of SunHawk.

2. AUTHORIZATION FOR RESTRAINT. Sponsor hereby authorizes SunHawk personnel to physically restrain, control and detain the Student by the exercise of necessary restraints when deemed necessary by SunHawk, for purposes including but not limited to escorting the Student to and from the Program's location, returning the Student to the Program if the Student runs away, or preventing the Student from jeopardizing the Student's own safety or the safety of others. In the event of a runaway, all appropriate law enforcement agencies or security personnel of any federal, state, county or municipal entity are hereby directed to detain and retain custody of the Student until Sponsor or any personnel of SunHawk arrive, at which time SunHawk personnel may re-obtain custody or control of the Student or authorize continued custody by the law enforcement agency until travel is arranged for the Student's return home.

3. PHOTOGRAPHIC/AUDIO RECORDING AUTHORIZATION. Sponsor hereby authorizes SunHawk to take and utilize the name, voice, photographs and/or videotapes or audiotapes of the Student during the Program, without any compensation to Sponsor or the Student. Sponsor understands and agrees that these photographs and tapes of Student's acts, poses, plays, faces, person, likeness and appearance of any and all kinds and/or recording of voices (with the right to "dub" the voice of another in place of Student's) may be used in preparing promotional literature or publicity and tapes for SunHawk in any medium, together with instrumental, musical, and other sound effects provided by SunHawk. Sponsor waives his or her and Student's rights of publicity in connection therewith.

4. RESEARCH AUTHORIZATION. Sponsor hereby authorizes SunHawk to use data from the Student's records, tests, and assessments for purposes of ongoing research, provided that the Student's name and

identity will be kept confidential and not used in any published materials.

5. EARLY TERMINATION/LIQUIDATED DAMAGES.

a. **TERMINATION BY SUNHAWK.** SunHawk reserves the right to terminate this Agreement at any time due to: (i) failure of Sponsor to pay any amounts due under paragraph 4; (ii) illegal, uncontrollable, or dangerous behavior by the Student; (iii) discovery of any unprompted or previously unknown physical, medical, mental, or emotional problem(s) of the Student; or (iv) for any other reason if SunHawk deems it necessary for the protection of the Student, any other student(s) or the integrity of SunHawk's Program. **In the event of any such termination by SunHawk after the Student has been accepted into the Program, neither Sponsor nor Student's insurer shall be entitled to a refund of any part of the Program fee or tuition.** However, in the sole discretion of SunHawk, except in the case of termination under paragraph 11A (i) above, the Student may participate in a subsequent Program if the condition(s) that led to the Student's prior termination has been resolved to SunHawk's satisfaction, with a credit, to be determined by SunHawk in its sole discretion, against the Program fee for prior Program fee payments.

b. **WITHDRAWAL BY SPONSOR.** However, in the sole discretion of SunHawk, the Student may participate in a subsequent program if the condition(s) that led to the Student's prior withdrawal has been resolved to SunHawk's satisfaction, with some appropriate credit, to be determined by SunHawk in its sole discretion, for prior Program fee payments.

c. **LIQUIDATED DAMAGES.** SunHawk's entitlement to and retention of the entire Program fee payable under this Agreement in the event of an early termination or withdrawal is not considered by either of the Parties to be a penalty for early withdrawal of the Student. Because of SunHawk's fixed costs, the impossibility of filling the Student's position once the Program is underway, and the difficulty of estimating and recovering SunHawk's losses caused by the Student's early termination or withdrawal, the Parties agree that this non-refundable Program fee policy constitutes a fair and reasonable estimate of SunHawk's losses (i.e., liquidated damages) associated with any early termination or withdrawal of the Student from the Program.

6. SPONSOR EDUCATION PROGRAM AND COOPERATION. Sponsor agrees to attend any seminars for parents and guardians of the students conducted by SunHawk during the Program, and to give Sponsor's full cooperation to SunHawk personnel throughout the Program, in order to maximize the benefits of the Program for the Student and the Sponsor. Sponsor also agrees to read any educational materials and watch any video programs sent to Sponsor by SunHawk, and to fill out and return to SunHawk any interactive educational materials, while the Student is in the Program.

7. ESCORTS. If an escort is required to bring the Student to Utah for the Program, Sponsor agrees that any escort or escort service used by Sponsor, whether or not SunHawk refers Sponsor to the escort, is in all respects an independent contractor contracting directly with Sponsor. Sponsor agrees that SunHawk bears no responsibility of any kind for any such escort service or the negligence or failure thereof.

8. HEALTH INSURANCE. Sponsor warrants that the Student is presently covered, and will for the duration of the Program be covered, by adequate health insurance covering claims that may arise in connection with any accident, injury or illness that the Student may suffer or incur during the Program. Whatever deductibles or coverage exclusions may apply in a given case shall be satisfied entirely by Sponsor. Student must provide proof of insurance prior to enrollment.

9. EMANCIPATION. Sponsor warrants that the Student is a minor, both by age and as a matter of law, which the Student does not qualify under the law as an "emancipated minor," and that the laws of the Student's state of residence permit Sponsor to place the Student in the Program without the Student's consent.

10. DELAYED PERFORMANCE. Except for the obligation to make payments when due hereunder, all other obligations under this Agreement shall be suspended for so long as one or both Parties hereto are prevented from performing hereunder by acts of God/nature, the elements, acts of federal, state or local governments, agencies or courts, damage to or destruction or unavoidable shutdown of necessary facilities, or other matters beyond their reasonable control; provided, however, that any party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof and shall exercise due diligence to remove and overcome the cause of such inability to perform as soon as practicable.

11. ATTORNEY'S FEES. In the event that either party is found in default or material breach of any specific promise, term or condition expressly set forth in this Agreement by an arbitrator(s) or a court of competent jurisdiction, said party shall be liable to pay all reasonable attorneys' fee, court costs and other related collection costs and expenses incurred by the other party in enforcing its contractual rights hereunder in

said arbitration and/or court proceeding(s). In addition, Sponsor agrees to compensate SunHawk for all reasonable attorneys' fees and costs incurred by SunHawk in connection with those matters concerning which Sponsor has agreed to pay or indemnify SunHawk hereunder, including without limitation the provisions of paragraphs 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, and 27 herein. Sponsor agrees to pay a late charge of one and one-half percent (1½ %) per month on all billings not paid in accordance with this Agreement.

12. NOTICES. Any and all notices, payments, reports and other correspondence required hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally to the party to whom directed, or when sent by United States mail with all necessary postage or charges fully prepaid, and addressed to the party to whom directed at its below specified address (or a new address after written notice of such change is given to the other party).

SunHawk Adolescent Recovery Center **PARENT'S NAME** _____
C/o Aspen Education Group, Inc. **ADDRESS** _____
17777 Center Court Drive, Ste. 300 _____
Cerritos, CA 90703 _____

13. AMENDMENTS. This agreement may be amended at any time upon mutual agreement of the parties hereto, but any amendment(s) must first be reduced to writing and signed by both parties in order to become effective.

14. WAIVER. A waiver by any party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

15. PARAGRAPH HEADING. The paragraph headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

16. GOVERNING LAW / VENUE. This Agreement, and all matters relating here-to, including any matter or dispute arising between the parties out of this Agreement, tort or otherwise, shall be interpreted, governed, and enforced according to the laws of the State of California; and the Parties consent and submit to the exclusive jurisdiction and venue of the California Courts in Los Angeles County, California, and any qualified (American Arbitration Association-approved) arbitration service in the State of California, County of Los Angeles, to enforce this Agreement. The parties acknowledge that this agreement constitutes a business transaction within the State of California.

17. SEVERABILITY. In the event that any provision of this Agreement, or any operation contemplated hereunder, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance, or regulation, the latter shall be deemed to control and the Agreement shall be regarded as modified accordingly and, in any event, the remainder of this Agreement shall continue in full force and effect.

18. NUMBER. As used in this Agreement, the term "Sponsor" shall include all Sponsors, being the parent(s) and/or guardian(s) executing this Agreement; and singular pro-nouns shall include the plural and plural pronouns shall include the singular, whenever the con-text so requires.

19. ACKNOWLEDGMENT/ENTIRE AGREEMENT. Sponsor hereby acknowledges that Sponsor has read this Agreement and that Sponsor understands and consents to all of its provisions; that this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and that all other prior agreements, promises, expectations and conditions, oral or written, between the parties are incorporated herein. Other than the express commitments set forth in this Agreement and the Program description, SunHawk gives no warranties of any kind, express or implied, to either the Sponsor or the Student concerning the Program; and Sponsor acknowledges that Sponsor is not relying on any warranties or representations of any kind other than the express commitments of SunHawk set forth herein.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

RELEASE OF INFORMATION. The parties authorize the release of the Student's information via E-mail, Internet technology, voice mail or US mail. While every effort will be made to maintain confidentiality, SunHawk accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver. SunHawk shall handle all such protected health information

SunHawk Adolescent Recovery Center
Tuition Schedule / Automatic Card Billing Authorization

Monthly Tuition.....\$6,750.00

Enrollment Fee.....\$2,800.00

Form of Payment

Education Loan:

Lender: _____ Amount Borrowed: _____

Credit card for deduction of tuition on the first of each month – MasterCard, Visa, Discover or American Express

CREDIT CARD AUTHORIZATION

I hereby give my consent to SunHawk Adolescent Recovery Center to charge my credit card each month for services rendered. I understand that if my credit card declines, late fees of \$50.00 may be assessed. It is my responsibility to phone the SunHawk Recovery Business Office at (800) 214-3878 ext. 210 if a card change is needed. I also understand all program costs and the charges as outlined in the financial agreement. These will appear as charges from Aspen Education Group, Parent Corporation of SunHawk Adolescent Recovery Center.

Please charge all program fees and miscellaneous costs as approved (student fund, medical expenses, transportation, shipping, etc...) each month to the following credit card:

American Express Number _____ Expiration Date ____/____ Security Code _____

Visa Number _____ Expiration Date ____/____ Security Code _____

MasterCard Number _____ Expiration Date ____/____ Security Code _____

Discover Number _____ Expiration Date ____/____ Security Code _____

Exact Billing Name and Address as shown on the above credit card statement:

By signing below, I understand and agree to the above statements relating to charges to my credit card and authorize SunHawk Adolescent Recovery Center to process such transactions related to my child's services and treatment.

Signature of Card Holder _____ Date _____

Item # EC XII

AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION

Completion of this document authorizes the disclosure and/or use of individually identifiable health information, as set forth below, consistent with California and Federal law concerning the privacy of such information. Failure to provide all information requested may invalidate this Authorization.

USE AND DISCLOSURE OF HEALTH INFORMATION

I hereby authorize the use or disclosure of my health information as follows:

Patient Name: _____

Persons/Organizations authorized to *use or disclose* the information: 1 (One release for each professional)

Name/Title: SunHawk Adolescent Recovery Center

Address: 948 North 1300 West Saint George, UT. 84770

Phone: 435-656-3211 E-mail Address: _____

Persons/Organizations authorized to *receive* the information: _____

If this box is checked, exchange of information is permitted.

Purpose of requested use or disclosure: 2 Treatment

This Authorization applies to the following information (select *only one* of the following):3

All health information pertaining to any medical history, mental or physical condition and treatment received.

[Optional] Except: _____

Only the following records or types of health information (including any dates): _____

EXPIRATION

This Authorization expires [approximately 1 year]:4 _____

NOTICE OF RIGHTS AND OTHER INFORMATION

I may refuse to sign this Authorization.

I may revoke this authorization at any time. My revocation must be in writing, signed by me or on my behalf, and delivered to the following Address: _____

My revocation will be effective upon receipt, but will not be effective to the extent that the Requestor or others have acted in reliance upon this Authorization.

I have a right to receive a copy of this authorization.5

Neither treatment, payment, enrollment nor eligibility for benefits will be conditioned on my providing or refusing to provide this authorization. 6

Information disclosed pursuant to this authorization could be re-disclosed by the recipient and might no longer be protected by federal confidentiality law (HIP AA).

However, California law prohibits the person receiving my health information from making further disclosure of it unless another authorization for such disclosure is obtained from me or unless such disclosure is specifically required or permitted by law.

I may inspect or obtain a copy of the health information that I am being asked to use or disclose.

If this box is checked, the Requestor will receive compensation for the use or disclosure of my information.

SIGNATURE

Date: _____ Time: _____ am/pm

Signature: _____
(Patient)

Signature: _____
(Parent/guardian)

Witness: _____

(If you have authorized the disclosure of your health information to someone who is not legally required to keep it confidential, it may be re-disclosed and may no longer be protected. California law prohibits recipients of your health information from re-disclosing such information except with your written authorization or as specifically required or permitted by law.)

1 If the Authorization is being requested by the entity holding the information, this entity is the Requestor.

2 The statement "at the request of the individual" is a sufficient description of the purpose when the individual initiates the authorization and does not, or elects not to, provide a statement of the purpose.

3 This form may not be used to release both psychotherapy notes and other types of health information (see 45 CFR § 164.508(b)(3)(ii)). If this form is being used to authorize the release of psychotherapy notes, a separate form must be used to authorize release of any other health information.

4 If authorization is for use or disclosure of PHI for research, including the creation and maintenance of a research database or repository, the statement "end of research study," "none" or similar language is sufficient.

5 Under HIP AA, the individual must be provided with a copy of the authorization when it has been requested by a covered entity for its own uses and disclosures (see 45 CFR § 164.508(d)(1), (e)(2)).

6 If any of the exceptions to this statement, as recognized by HIP AA apply, then this statement must be changed to describe the consequences to the individual of a refusal to sign the authorization when that covered entity can condition treatment, health plan enrollment, or benefit eligibility on the failure to obtain such authorization. A covered entity is permitted to condition treatment, health plan enrollment or benefit eligibility on the provision of an authorization as follows: (i) to conduct research-related treatment, (ii) to obtain information in connection with a health plan's eligibility or enrollment determinations relating to the individual or for its underwriting or risk rating determinations, or (iii) to create health information to provide to a third party or for disclosure of the health information to such third party. Under no circumstances, however, may an individual be required to authorize the disclosure of psychotherapy notes.

7 The requestor is to complete this section of the form.

Item # EC IV

ASSIGNMENT OF INSURANCE BENEFITS

PATIENT'S NAME: _____ ADMIT DATE: _____

INSURANCE COMPANY: _____

ADDRESS OF INSURANCE COMPANY: _____

TELEPHONE NUMBER OF INSURANCE COMPANY: _____

GROUP#: _____ POLICY: _____

INSURED NAME: _____ INSURED SS#: _____

INSURED EMPLOYER: _____

For the purpose of paying all or part of monies owing to SUNHAWK ADOLESCENT RECOVERY CENTER for services it has or will render to the above patient, the undersigned hereby irrevocably assigns SUNHAWK ADOLESCENT RECOVERY CENTER any benefit payment payable for the benefits of said patient by the above insurance company or companies and all rights and interest in said policy but only to the extent necessary to pay SUNHAWK ADOLESCENT RECOVERY CENTER in full. Undersigned hereby grants to SUNHAWK ADOLESCENT RECOVERY CENTER the rights to bill the above insurance company at retail or the contract rate. Undersigned acknowledges and agrees, however, that SUNHAWK ADOLESCENT RECOVERY CENTER is not obligated or required to bill the insurance company, and may choose to bill the undersigned directly notwithstanding any insurance coverage that may exist. Undersigned agrees to remain liable to pay the full amount of all monies billed by SUNHAWK ADOLESCENT RECOVERY CENTER as a result of rendering services to the above-mentioned patient and undersigned's liability will only be reduced by the amount of benefit payments received by SUNHAWK ADOLESCENT RECOVERY CENTER from the above referenced insurer. Notwithstanding the above, undersigned's liability will not be reduced until SUNHAWK ADOLESCENT RECOVERY CENTER has collected its full retail or contract rate. Undersigned understands that the nature of patient's disability may be such that no benefit payments will be payable under the policy specified above. SUNHAWK ADOLESCENT RECOVERY CENTER verifies insurance as a courtesy to the undersigned, and is not responsible for any information received from the insurance company regarding benefits. It is the responsibility of the insured to understand his/her benefits and allowable coverage under the policy. SUNHAWK ADOLESCENT RECOVERY CENTER may bill the insurance company as a courtesy only. To the extent necessary to determine liability for payment and to obtain reimbursement, the undersigned authorizes SUNHAWK ADOLESCENT RECOVERY CENTER to disclose information from the treatment received to persons or corporations that may be liable for all or any portion of the facility's charges, including but not limited to insurance companies, health plans and Worker' Compensation carriers. Such information may include psychiatric evaluations, diagnoses, history and physical examination reports, program notes, physicians' orders and laboratory results, as well as school information. Such records may contain psychiatric or substance abuse information. Any monies owing by the undersigned under the terms of this agreement shall be paid in full within thirty (30) days after billing by SUNHAWK ADOLESCENT RECOVERY CENTER unless other arrangements have been made. In the event that collection efforts are undertaken by SUNHAWK ADOLESCENT RECOVERY CENTER to enforce any terms of this agreement, all expenses associated therewith, including attorney's fees will be paid by the undersigned. The undersigned acknowledges that he or she is entitled to receive a copy of this assignment / authorization.

DATE

POLICY HOLDER AND OR PARENT SIGNATURE

PLEASE ATTACH A PHOTO COPY OF THE STUDENT'S MEDICAL INSURANCE CARD.

Item # EC V

Medical Expenses / Credit Card Authorization

This authorization is mandatory for all students who enter SunHawk Adolescent Recovery Center. This Credit Card Authorization gives our medical department permission to use your credit card for the following expenses:

- Medication and Medication Co-Pay(if necessary)
- Emergency Medical Treatment (if necessary)
- Medical Fees for Pediatrician (if necessary)
- Medical Fees for Psychiatrist (if necessary)

Parent's Name

Student's Name

Name on Credit Card (exactly as printed)

Cardholder's Billing Address

City, State & Zip

Type of Card: (Visa, Master Card, American Express or Discover)

Card Number

Expiration Date

Signature of Cardholder

Date

Dr. Nilson's Vitamin and Standing Orders for SunHawk Adolescent Recovery Center

Student's Name: _____

Acetaminophen – 325mg 2po Q4-6hrs PRN, fever/pain, 8 tabs max in 24 hrs

Anbesol or Oragel – tooth/gum pain to affected area PRN

Anti-itch creams – Diphenhydramine HCl 2% Hydrocortisone cream 1% to itch/rash PRN, 4 x's in 24 hrs

Artificial tears – 1-2 gtts PRN, eye irritation

Bismuth – 262mg acetaminophen & 25mg pamabrom 2 po Q4hrs PRN, menstrual cramps, 8 tabs in 24hrs

Cramp tabs – 325mg acetaminophen & 25mg pamabrom 2 po Q4hrs PRN, menstrual cramps, 8 tabs in 24hrs

Diphenhydramine HCl - 50mg/20mll po Q4-6hrs PRN, allergic reactions, 6 doses in 24hrs

EpiPen - 0.3mg IM PRN, Severe allergic/anaphylactic reactions

Hemorrhoidal Gel - apply to affected area up to 4 x's in 24hrs PRN

Ibuprofen - 200mg 2 tabs po Q4-6hrs PRN pain/fever

Loperamide HCl - 2mg 2 tabs po at onset of diarrhea & 1 tab after loose stool PRN, 4 doses in 24hrs

Ranitidine - 75mg 1 tab po BID PRN, acid reducer

Simethicone - 80mg 2 tabs po after meals/HS PRN, bloating/gas, 6 tabs in 24hrs

Sudafed - 30mg 2 tabs po PRN Q4-6hrs, congestion

Throat spray - Phenol 1.4% 2 to 5 sprays po Q 2hrs PRN, sore throat/mouth or canker sore

Tolnaftate - 1% apply to affected area PRN, antifungal/athletes foot Tums - 2 tabs po PRN, indigestion

Tussin DM - 15cc po Q4hrs PRN, for cough, 4 doses in 24hrs

Vitamins

Multivitamin 1 po QD Vit B 1 po QD Vit C 1000mg 1 po QD

Vit E 400I.U. 1 po QD Calcium/Vit D 1 po QD

Parent's signature _____ Date _____

Doctor's signature _____ Date _____

REQUEST FOR STUDENT RECORDS

TO: Name of Last School Student Attended: _____

School Address: _____

City, State & Zip: _____

Phone Number: _____

Fax Number: _____

STUDENT NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY #: _____

GRADE: _____

The above student has enrolled in SunHawk Adolescent Recovery Center. Please forward the student's psychological files, and other pertinent information including the following:

- Transcripts showing amount of credit earned in each subject
- Dates of entrance and withdrawal
- Immunization and Health records
- Results of State mandated proficiency testing
- Key to grading system
- Special Education records, including IEP's
- **Please do not send the students cumulative file**

(SEND COPIES ONLY, NO ORIGINALS)

I authorize the release of the above records:

Parent/Guardian Signature

SunHawk Adolescent Recovery Center

Date sent to last school student was attending: _____

Mail / Fax to:
SunHawk Adolescent Recovery Center
948 North 1300 West
St. George, Utah 84770
Phone: (800) 214-3878 Fax: (435) 656-3213

Item # EC XI

CONTINUUM OF CARE AGREEMENT

In order to ensure optimum success of the program, it is necessary that families be involved in the processes of learning, writing, communicating and counseling.

We require that families commit to the following activities while the student is in our program:

1. Receive counseling from local therapist
2. Provide name, address and telephone number of local therapist to SunHawk Adolescent Recovery Center so they can coordinate treatment with him/her
3. Complete parent education assignments
4. Be available for weekly teleconference with SunHawk’s counselor and/or staff
5. Participate in the Parent Seminars and/or Parent Education while enrolled at SunHawk
6. Continue family counseling and/or attendance in community-based support groups following completion of the SunHawk program.

Commitment to the above responsibilities is necessary for successful family reintegration after student completes SunHawk Adolescent Recovery Center.

THERAPIST INFORMATION:

Name: _____

Address: _____

Phone: _____

By signing this form, the parent/guardian commits to the foregoing, and grants a release for information allowing SunHawk staff to communicate with therapist identified above.

Parent: _____

Date: _____

Parent: _____

Date: _____

Item # EC XIII Referral Information Sheet

Name: _____

Student Name: _____

Intake Date: _____

DOB: _____

How did you first hear about SunHawk? (Please check all that apply)

Please also mark in the section available the order in which you received information about SunHawk.

For example: Educational consultant #1 and internet #2.

Educational Consultant # _____

Clinical Professional # _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: () _____

Internet # _____

List link or search word: _____

Insurance Company # _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: () _____

Advertising # _____

Name of publication: _____

Hospital # _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: () _____

AEG Employee/Program # _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: () _____

Schools and Programs # _____

Name: _____

Other _____

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this notice, please contact _____

WHO MUST FOLLOW THE REQUIREMENTS OF THIS NOTICE?

Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Aspen Education Group and its affiliated entities (collectively, "Aspen") must take steps to protect the privacy of your "protected health information" (referred to in this Notice as "PHI" or "health information"). PHI includes information that we have created or received regarding your health or payment for your health. It includes both your medical records and personal information such as your name, social security number, address, and phone number.

Aspen Education Group is an organization that is committed to improving the quality of life for youth and their families. Aspen operates 48 programs in nine states that provide innovative quality educational programs that promote academic and personal growth. The services provided by Aspen's programs are diverse and, in some cases, the provision of health care treatment and services may be the primary function -- for example, the provision of mental health services by Aspen Community Services -- or, in other cases, the provision of health care treatment may be a secondary or ancillary function -- for example, a nurse's office located on an Aspen school campus. Aspen also operates an employee benefit health plan for the benefit of its employees.

All of these programs, functions and services operated or provided by Aspen are conducted through separate but affiliated entities which are identified on Exhibit A attached to this Notice. Under the privacy standards contained in HIPAA, legally separate but affiliated entities may designate themselves as a single covered entity for compliance purposes. Accordingly, this Notice constitutes notice of the privacy practices for all of the Aspen-affiliated entities, sites and locations that are listed on the attached Exhibit A, which will follow the terms of this Notice. In addition, these entities, sites and locations may share health information with each other for treatment, payment or health care operations purposes as described in this Notice. All Aspen employees are required to maintain the confidentiality of PHI in accordance with this Notice and receive appropriate privacy training.

Please note, however, that this Notice of Privacy Practices does not apply to student medical records that are maintained by Aspen's four special education day schools in Southern California -- Hawthorne Academy, Rossier Park High School and Elementary School, and Leeway School. The reason is that these schools are subject to the Federal Educational Rights and Privacy Act ("FERPA") resulting from their receipt of indirect funding from the U.S. Department of Education. The privacy rights and protections afforded to student medical records maintained by those schools will be governed by FERPA instead.

RESPONSIBILITIES OF ASPEN EDUCATION GROUP AND ITS AFFILIATED ENTITIES

We are required by law to:

- Make sure that health information that identifies you is kept private (with certain exceptions);
- Give you this Notice of our legal duties and privacy practices with respect to health information about you; and
- Follow the terms of this Notice that are currently in effect.

This Notice will tell you about the ways in which we may use and disclose health information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of health information.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION BY ASPEN THAT DO NOT REQUIRE YOUR AUTHORIZATION

Aspen uses and discloses protected health information in a number of ways connected to the provision of health care treatment and services, payment for care, and our health care operations. Some examples of how we may use or disclose your health information without your authorization are listed below.

We may use or disclose your protected health information without your authorization as follows connected to the provision of health care treatment and services:

- To physicians, nurses, and others involved in your health care or preventive health care.
- To other health care providers treating you such as hospitals, pharmacies, labs, emergency room staff and specialists. For example, if you are being treated for an injured knee, we may share your health information among your primary physician, the knee specialist, and your physical therapist so they can provide proper care.

We may use or disclose your protected health information without your authorization as follows in relation to payment for care:

- To administer your health benefits policy or contract (for Aspen Education Group Employee Benefit Plan members).
- To bill you for health care we provide.
- To pay others who provided care to you.
- To other organizations and providers for payment activities unless disclosure is prohibited by law.

We may use or disclose your protected health information without your authorization as follows in relation to health care operations:

- To administer and support our business activities or those of other health care organizations (as allowed by law) including providers and plans. For example, we may use your health information to review and improve the quality of care you receive, to provide training, and to evaluate the performance of our staff in caring for you.
- To other individuals (such as consultants and attorneys) and organizations that help us with our business activities. (Note: If we share your health information with other organizations for this purpose, they must agree to protect your privacy.)

We may use or disclose your protected health information without your authorization for legal and/or governmental purposes in the following circumstances:

As required by law -- When we are required to do so by federal, state or local law.

Public health and safety -- To an authorized public health authority or individual for public health and safety purposes, including to:

- Protect or prevent a serious threat to the health and safety of the public or of another person.

- Prevent or control disease, injury, or disability.
- Report vital statistics such as births or deaths.
- Report reactions to medications or problems with products and notify people of recalls of products they may be using. (Food and Drug Administration.)
- Notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.
- Notify an employer concerning work-related injuries or illnesses or workplace medical surveillance in situations where the employer has a duty under federal or state law to keep records on or act on such information.

Abuse or neglect -- To the appropriate government authority authorized to receive reports regarding abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law. However, no consent is required in cases involving child abuse or neglect.

Health oversight activities -- To health oversight agencies for certain activities such as audits, investigations, inspections and licensure.

Lawsuits and disputes -- In the course of any legal proceeding, in response to an order of a court or administrative agency. Also, in certain cases, in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

Law enforcement -- To law enforcement officials in limited circumstances for law enforcement purposes. For example disclosures may be made to identify or locate a suspect, witness, or missing person; to report a crime; or to provide information concerning victims of crimes.

Military activity and national security -- To the military (if you are a member of the armed forces), and to authorized federal officials for national security and intelligence purposes or in connection with providing protective services to the president of the United States.

Workers' compensation -- Where authorized by law in order to comply with the workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

We may also use or disclose your protected health information without your authorization in the following miscellaneous circumstances:

Facility directory information -- Unless you object, we may use and disclose your name, the location at which you are receiving care, your general condition (e.g., fair, stable, etc.), and your religious affiliation in our facility directory. All of this information except religious affiliation will be disclosed to people who ask for you by name. Members of the clergy (such as a priest or rabbi) will be told your religious affiliation if they ask (but they don't have to ask for you by name). This is to help your family, friends, and clergy visit you in the facility and generally know how you are doing.

Family and friends -- Unless you object, we may disclose health information about you to a family member, relative, a close friend - or any other person you identify who is directly involved in your health care - who is involved in your care or who helps pay for your care. If you are either not present or unable to make a health care decision for yourself and we determine that disclosure is in your best interest, we may also disclose such health information about you to those persons. For example, we may disclose health information to a friend who brings you into an emergency room.

Appointment reminders -- To remind you that you have a health care appointment with us. These reminders may be made by postcard, phone, or voicemail unless you specifically ask us to communicate with you through a different method as described later in this Notice.

Treatment alternatives and health-related services -- To communicate with you about treatment services, options, or alternatives, as well as health-related benefits or services that may be of interest to you.

Employer group health plans -- For Aspen Education Group Employee Benefit Plan members, we may communicate with your employer for certain administrative activities.

Health insurance underwriting -- For Aspen Education Group Employee Benefit Plan members, we may use your health information for underwriting, premium rating or other health insurance-related activities

Research - For research purposes provided that certain steps are taken to protect your privacy. For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information. Before we use or disclose medical information for research, the project will have been approved through this research approval process, but we may, however, disclose health information about you to people preparing to conduct a research project, for example, to help them look for patients with specific medical needs, so long as the medical information they review does not leave the facility

De-identify information -- To "de-identify" information by removing information from your health information that could be used to identify you.

Disaster relief -- To an authorized public or private entity for disaster relief purposes. For example, we might disclose your health information to help notify family members of your location or general condition.

Coroners, funeral directors, and organ donation -- To coroners, funeral directors, and organ donation organizations as authorized by law.

Correctional institution -- If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release health information about you to the correctional institution or law enforcement official for certain purposes, such as (1) providing health care to you by the institution; (2) protecting your health and safety or the health and safety of others; or (3) protecting the safety and security of the correctional institution.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION BY ASPEN THAT REQUIRE US TO OBTAIN YOUR AUTHORIZATION

Except in the situations listed in the sections above, we will use and disclose your health information only with your written authorization. If you sign an authorization you may revoke it at any time in writing, although this will not affect information that we disclosed before you revoked the authorization. If you would like to ask us to disclose your health information, please contact the Aspen Privacy Officer at (562) 467-5500 for an authorization form. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have the right to:

Restrictions on use or disclosure -- Request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. Please note that we are not required to agree to your request. If we do agree, we will honor your limits unless it is an emergency situation. To request restrictions, you must make your request in writing to the Aspen Privacy Officer. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Confidential Communications -- Request that we communicate with you about health matters by another means or at another location. For example, if you want us to communicate with you at a different address we can usually accommodate that request. Any request must be made in writing to the Aspen Privacy Officer. Your request must specify how or where you wish to be contacted. We will agree to reasonable requests.

Inspect and copy -- Inspect and copy health information that may be used to make decisions about your care. To inspect and copy health information that may be used to make decisions about you, you must submit your request in writing to the Aspen Privacy Officer. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. In certain situations we may deny your request and will tell you why we are denying it. In some cases you may have the right to ask for a review of our denial.

Amend -- If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Aspen. To request an amendment, your request must be made in writing and submitted to the Aspen Privacy Officer. In addition, you must provide a reason that supports your request. We may deny your request for an

amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for Aspen;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Even if we deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record we will attach it to your records and include it whenever we make a disclosure of the item or statement you believe to be incomplete or incorrect.

Accounting of disclosures – Request an "accounting of disclosures." This is a list of the disclosures we made of health information about you other than our own uses for treatment, payment and health care operations, (as those functions are described above) and for other exceptions pursuant to the law. To request this list or accounting of disclosures, you must submit your request in writing to the Aspen Privacy Officer. Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Paper copy -- Request a paper copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

CHANGES TO PRIVACY PRACTICES

Aspen may change the terms of this Notice at any time. We reserve the right to make the revised or changed Notice effective for health information we already have about you as well as any information we receive in the future. If we change any of the practices described in this Notice, we will post the revised Notice on enrollee-accessible web sites and at Aspen clinic sites. The notice will contain on the first page, in the top right-hand corner, the effective date.

COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with Aspen or with the Secretary of the Department of Health and Human Services. To file a complaint with Aspen, write to Ruth Moore, Vice President, Corporate Compliance, at 17777 Center Court Drive, Suite 300, Cerritos, CA 90703. For more information on how to file a written complaint, contact the Aspen Privacy Officer at (562) 467-5500. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

QUESTIONS

If you have any questions about this Notice or would like an additional copy, please contact the contact the Aspen Privacy Officer at (562) 467-5500.

ACKNOWLEDGEMENT OF RECEIPT

By signing this form, you acknowledge receipt of the Notice of Privacy Practices of Aspen Education Group and its affiliated entities. Our Notice of Privacy Practices provides information about how we may use and disclose your protected health information. We encourage you to read it in full.

Our Notice of Privacy Practices is subject to change. If we change our Notice, you may request a copy of the revised notice by accessing our web site (<http://www.aspeneducation.com>) or contacting our organization at (562) 467-5500. If you have any questions about our Notice of Privacy Practices, please contact Aspen's Privacy Officer at (562) 467-5500.

I acknowledge receipt of the Notice of Privacy Practices of Aspen Education Group and its Affiliated Entities.

Signature: _____
(individual/parent/conservator/guardian)

Date: _____

INABILITY TO OBTAIN ACKNOWLEDGEMENT

[To be completed only if no signature is obtained.]

If it is not possible to obtain the individual's acknowledgement, describe the good faith efforts made to obtain the individual's acknowledgement, and the reasons why the acknowledgement was not obtained:

Signature of Aspen representative: _____

Date: _____

PHOTOGRAPH RELEASE OF LIABILITY

I _____, (the “Parent/Guardian”), on behalf of myself and _____, (the “Minor”) acknowledge that we wish to participate in the promotional Photographs taken by Aspen staff regarding the programs and activities SunHawk and Aspen Education Group (collectively “AEG”) and other events (collectively hereafter the “Promotion”). We further authorize SunHawk to take and utilize the photographs of my son/daughter for the purpose of: _____ during the program, without any compensation to the Parent or the Student.

In consideration for being permitted to participate in the Promotion, we agree to waive our and the Student’s rights of publicity and privacy in connection herewith. We, the Parent/Guardian, do hereby agree to indemnify the Released Parties from any and all actions, causes of action known or unknown arising out of or in connection with claims and/or actions relating to or brought by or on behalf of the Minor.

The undersigned have carefully read this Waiver and Release and fully understand its contents. The undersigned certify that the undersigned Parent/Guardian is at least 17 years of age and is the legal guardian of the above mentioned minor.

THIS IS AN IMPORTANT LEGAL DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING BELOW.

PRINT NAME OF PARENT/GUARDIAN

SIGNATURE

DATE

PRINT NAME OF PARENT/GUARDIAN

SIGNATURE

DATE

NAME OF MINOR

DATE

E-Mail Address Usage Release

Do to the new HIPPA Act (Health Insurance Portability and Accountability Act) it is now necessary for SunHawk Adolescent Recovery Center to get written consent to send e-mails to any parent(s) e-mail address.

I, _____, parent of _____, authorize SunHawk to use my e-mail address_____. I understand that I am authorizing all parties employed at SunHawk to be able to correspond with me using my e-mail address.

I, _____, parent of _____, authorize SunHawk to use my e-mail address_____. I understand that I am authorizing all parties employed at SunHawk to be able to correspond with me using my e-mail address.

Parent

Date

Parent

Date

For all participants, please read this:

RELEASE OF LIABILITY

I, _____, acknowledge that I wish, or I wish for my child to participate in SunHawk Adolescent Recovery Center’s off site activity, which will be conducted off campus. I understand that by in participating in these activities off campus I will be using facilities where many hazards may exist and I am aware of the risks which may result. I assume all risk of any injury that may occur to me/student/camper during my absence from the program. _____ **Initial.**

In consideration for being permitted to participate in this off site event, I agree to not sue, to assume all risks and to release and hold harmless Aspen Education Group (“AEG”) and any and all of its predecessors, successors, officers, directors, trustees, insurers, employees, managers, agents, administrators, heirs, attorneys, executors, assigns and/or related or affiliated business entities including, but not limited to SunHawk Adolescent Recovery Center and Aspen Education Group (“Aspen”) (collectively all of the above persons and entities shall be referred to as the "Released Parties" hereafter) who, through negligence, carelessness or any other cause, might otherwise be liable to me.

I intend by this Release to release, in advance, and to waive my rights and discharge each and every one of the Released Parties, from any and all claims for damages for death, personal injury or other consequence resulting from my temporary absence from Talisman Program. I understand and agree that this Release is binding on my heirs, assigns and legal representatives and that the Released Parties shall be exempt from liability to me, my heirs, assigns and legal representatives.

The undersigned have carefully read this Release and fully understand its contents. The undersigned certify that the undersigned Parent/Guardian is at least 17 years of age and is the legal guardian of the above mentioned minor. The undersigned are aware that this is a **RELEASE OF LIABILITY, COVENANT NOT TO SUE** and a contract between the undersigned and the persons and entities mentioned above and all of their respective officers, directors, employees, agents and representatives and the undersigned sign it of their own free will.

In the event of illness or injury, I do hereby consent to whatever X-ray examination, anesthetic, medical, surgical, or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

Check here if no blood transfusion or blood products are to be given. **Initial:** _____

**THIS IS AN IMPORTANT LEGAL DOCUMENT.
READ IT CAREFULLY BEFORE SIGNING BELOW.**

PRINT NAME OF PARENT/LEGAL GUARDIAN

PRINT NAME OF PARENT/LEGAL GUARDIAN

SIGNATURE

SIGNATURE

DATE

DATE

NAME OF MINOR

DATE

Student Name: _____ *Intake Date:* _____

RELIGIOUS PREFERENCE

In order for SunHawk Adolescent Recovery Center to provide your child with a spiritual experience within your parental guidelines, we would like you to list three, in order of preference, denominational and/or non denominational services that you would allow your child to attend. An example of how the form should be filled out is available at the bottom of this page.

Preference # 1 _____

Preference # 2 _____

Preference # 3 _____

Example

- Preference # 1 Catholic
- Preference # 2 Non-Denominational Christian
- Preference # 3 Higher Power

Parent Signature: _____ *Date:* _____

INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN REQUEST

TO: **FROM:** Division of Child and Family Services
195 North 1950 West
Salt Lake City, UT. 84116

SECTION I -			
Notice is given of intent to place - Name of Child:		Ethnicity: Hispanic Origin: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unable to determine/unknown	
Social Security Number:		ICWA Eligible <input type="checkbox"/> Yes <input type="checkbox"/> No	
Sex:	Date of Birth	Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/ Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White	
Title IV-E determination <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending		Name of Mother:	
Name of Mother:		Name of Father:	
Name of Agency or Person Responsible for Planning for Child:			Phone:
Address:			
Name of Agency or Person Financially Responsible for Child:			Phone:
Address:			
SECTION II - PLACEMENT INFORMATION			
Name of Person(s) or Facility Child is to be placed with: SunHawk Adolescent Recovery Center			Soc Sec # (optional): Soc Sec # (optional):
Address: 948 North 1300 West Saint George, UT 84770			Phone: 435-656-3211
Type of Care		Relationship: _____	
<input type="checkbox"/> Foster Family Home <input type="checkbox"/> Group Home Care <input type="checkbox"/> Child Caring Institution <input checked="" type="checkbox"/> Residential Treatment Center <input type="checkbox"/> Institutional Care-Article VI, Adjudicated Delinquent		<input type="checkbox"/> Parent <input type="checkbox"/> Relative (Not Parent) <input type="checkbox"/> Other: _____	
		<input type="checkbox"/> ADOPTION <input type="checkbox"/> IV-E Subsidy <input type="checkbox"/> Non IV-E Subsidy To Be Finalized In: <input type="checkbox"/> Sending State <input type="checkbox"/> Receiving State	
Current Legal Status of Child:		<input type="checkbox"/> Protective Supervision <input type="checkbox"/> Parental Rights Terminated-Right to Place for Adoption <input type="checkbox"/> Unaccompanied Refugee Minor <input type="checkbox"/> Other: _____	
<input type="checkbox"/> Sending Agency Custody/Guardianship <input type="checkbox"/> Parent Relative Custody/Guardianship <input type="checkbox"/> Court Jurisdiction Only			
SECTION III - SERVICES REQUESTED			
Initial Report Requested (if applicable):		Supervisory Services Requested:	
<input type="checkbox"/> Parent Home Study <input type="checkbox"/> Relative Home Study <input type="checkbox"/> Adoptive Home Study <input type="checkbox"/> Foster Home Study		<input type="checkbox"/> Request Receiving State to Arrange Supervision <input type="checkbox"/> Another Agency Agreed to Supervise <input type="checkbox"/> Sending Agency to Supervise	
		Supervisory Reports Requested:	
		<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Upon Request <input type="checkbox"/> Other: _____	
Name and Address of Supervising Agency in Receiving State:			
Enclos <input type="checkbox"/> Child's Social History <input type="checkbox"/> Court Order <input type="checkbox"/> Financial/Medical Plan <input type="checkbox"/> Other Enclosures <input type="checkbox"/> Home Study of Placement Resource <input type="checkbox"/> ICWA Enclosure <input type="checkbox"/> IV-E Eligibility Documentation			
Signature of Sending Agency or Person:			Date:
Signature of Sending State Compact Administrator, Deputy or Alternate:			Date:
SECTION IV - ACTION BY RECEIVING STATE PURSUANT TO ARTICLE III(d) of ICPC			
<input type="checkbox"/> Placement may be made		<input type="checkbox"/> Placement shall not be made	
REMARKS:			
Signature of Receiving State Compact Administrator, Deputy or Alternate:			Date:

DISTRIBUTION (Complete six (6) copies):

- Sending Agency retains a (1) copy and forwards completed original plus four (4) copies to:
- Sending Compact Administrator, DCA, or alternate retains a (1) copy and forwards completed original and three (3) copies to:
- Receiving Agency Compact Administrator, DCA, or alternate who indicates action (Section IV) and forwards a (1) copy to receiving agency and the completed original and one (1) copy to sending Compact Administrator, DCA, or alternate within 30 days.
- Sending Compact Administrator, DCA, or alternate retains a completed copy and forwards the completed original to the sending agency.