ACADEMY AT SWIFT RIVER

A division of the Aspen Education Group

ENROLLMENT DOCUMENTS



ADMISSIONS ACADEMY AT SWIFT RIVER 151 SOUTH STREET CUMMINGTON, MA 01026

PHONE: (800) 258-1770 FAX: (413) 634-5300 EMAIL: admissions@swiftriver.com

TUITION AGREEMENT

Parents:					
Tuition Agreement For:					Date:
	Last	First	Μ	iddle	
Enrollment Tuition					
Pro-Rated Daily Tuition fo	r Current Month:	<u>\$</u>			<u>days @ \$216.00/day</u>
Alumni Program Fee: (non	-refundable)	<u>\$</u>	6,560		
Enrollment Fee:		<u>\$</u>	2,500		
Senior/18yo Deposit: (if ap	plicable)	<u>\$</u>	13,120		
Student Sundries Account:		\$	300		
Sub total (amount	charged to credit card) <u>\$</u>			
Retainer for Psychiatric Se	rvices: (if applicable)	<u>\$</u>	1,500	(Retainer	<u>check made payable to Richard Champoux)</u>
Total Due Upon Enrollmer	nt:	<u>\$</u>			
VISA MC AMEX Card #	ł		Ex	n Date	CID#

WE ONLY ACCEPT THESE CREDIT CARDS: MASTERCARD, VISA, OR AMERICAN EXPRESS

I understand and agree to the above schedule of tuition and fees. I understand that billing will be mailed on the 15^{th} of each month and is due the 1^{st} of each month. Students who enroll on days other than the first of the month will be billed at a rate of \$216 per day for each day remaining in the month, not to exceed \$6,560. There is a one-time enrollment fee of \$2,500. Therefore, the first full month you will be billed \$6,560. 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. Sponsor acknowledges that an additional deposit of \$13,120 is due upon enrollment for all entering seniors and students reaching their 18^{th} birthday during their program. This deposit shall be forfeited if the student is withdrawn before program completion without the Director's consent.

The Academy at Swift River reserves the right to expel any student who is not able to be in compliance with the rules and agreements of the Academy or whose physical or emotional needs are unable to be met by the curriculum offered. When a student is withdrawn or dismissed from the Academy, the \$6,560 Alumni fee will only be refunded if the Academy is in agreement with the dismissal. In the case of discharge or emergency: Emergency transportation and related respite care services will be the responsibility of the parent.

I understand that accounts falling 15 days in arrears will acquire a \$250 late fee penalty; accounts falling 30 days in arrears may result in the dismissal of the student with the \$6,560 Alumni fee being non-refundable. All collection costs and attorney fees are incurred by debtor if not paid as agreed.

I understand that if the student leaves the program early without the agreement of The Academy, the Alumni Program fee will not be refunded. If a student upon graduation is continuing on into another therapeutic program, and The Academy at Swift River determines that the Alumni Program would not be appropriate, the Alumni Fee will be returned.

Student Account Statements are sent monthly with the tuition billing. The student's counseling team who communicates directly with the parent approves all expenditures. When students leave the Academy at Swift River, remaining funds will be refunded after payment of shipping costs for the student's personal items has been made within two months.

Monthly tuition covers most charges for curriculum needs and events. We require a \$1500 retainer for psychiatric services if your child is on psychotropic medications at the time of enrollment. Each time services are provided you will receive a statement from the psychiatrist, which you may use for your medical records or to submit to your insurance.

Occasionally, we offer field trips away from campus that are not part of the regular curriculum. These trips are optional and include students who have earned the privilege to attend and whose parents wish them to participate. These trips may require additional funding which will be withdrawn from the Students Account. If such trips incur a cost of over \$25, parents will be notified.

Should the need arise, transportation to special testing off-campus or out of the area that requires supervision of staff personnel, will be billed at \$100 per day plus lodging. This is done only at the request of the parent. Transportation to and from the airport for home visits will be arranged through a taxi service and charges billed directly to parents. Parents or insurance covers medical expenses. Insurance information must be provided upon the day of enrollment. If insurance information is not provided, a \$2,000 medical emergency deposit will be required.

Person Financially Responsible:	Date:
Admissions Representative:	Date:
Executive Director:	Date:

THE ACADEMY OF SWIFT RIVER ENROLLMENT AGREEMENT (SWIFT RIVER)

This agreement ("Agreement") is entered into by and between the Academy of Swift River, a Delaware limited liability company (hereinafter "Swift River"), operating the Academy at Swift River Program, a licensed program which is described in the program materials that Sponsor has received previously (the "Academy at Swift River") and parent(s) and/or guardian(s) of the Student (hereinafter the "Sponsor" or "Sponsors"). Sponsor's name(s) is/are **SPONSOR NAME.** Sponsor's address is **ADDRESS** and phone is **PHONE NUMBER.**

In consideration of the mutual promises set forth in this Agreement, Swift River and Sponsor (hereinafter the "Parties") 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 NAME** whose birth date is **STUDENT BIRTHDATE** (hereinafter the "Student"), and that Sponsor desires to and does hereby contract with Swift River 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, Swift River is relying on all representations and promises of the Sponsor contained or expressed in this Agreement and all other documents and information sheets received from Sponsor to Swift River, and Sponsor expressly warrants the truth and accuracy of the same.

2. ENROLLMENT OF THE STUDENT. Upon Sponsor's initial payment of the \$6,560 Alumni Fee and completion of this Agreement, the Enrollment Application, and all related documentation, and upon Swift River's execution of this Agreement, Swift River shall review the Student conditionally for enrollment in the Program, subject to the terms and conditions of this Agreement. Sponsor acknowledges and agrees that Swift River's conditional acceptance of the Student is subject to the personal evaluation and screening process conducted by Swift River. If the Student satisfies Swift River's screening criteria, Swift River shall accept the Student and, except as otherwise provided herein, permit the Student to enter the Program. If the Student fails to satisfy Swift River's screening criteria, Swift River will refund the Alumni Fee (currently \$6,560) less all reasonable expenses incurred by Swift River on behalf of the Student and/or the Sponsor 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 <u>12 months</u> beginning with the Student's arrival in Cummington, Massachusetts, now anticipated on (the "Arrival Date") **DATE OF ENROLLMENT**. 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 Swift River for the duration of the Agreement, unless either party terminates this Agreement prior thereto by giving **written** notice to the other party pursuant to Section 10 herein or until the Student attains the age of eighteen (18), and in the latter case, unless the Student (a) has otherwise been placed in the custody of Swift River 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. The Program Fee is \$6,560 per month,

defined as monthly tuition plus therapy and professional fees. If the participant arrives during a month, pro-rated tuition for the arrival month (based on the single month rate) is due upon enrollment. In addition to the first month's tuition, there is a one time nonrefundable Enrollment Fee of \$2,500 dollars chargeable to and payable (cash or credit card) by the Sponsor after confirmation by Swift River of the scheduled arrival date of the student. This fee is utilized for administrative and other related internal expenses associated with the personal evaluation and screening process done by Swift River as provided in Section 2 of this Agreement. If Student graduates from the Program during a month, the remaining portion of the final month's tuition, less any incidental or damage expenses incurred by Student, will be refunded. Sponsor is responsible for ensuring payment is made on time, regardless of whether or not a monthly invoice or statement is provided by Swift River. 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 Enrollment Fee is needed for Swift River 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. Sponsor acknowledges that an additional deposit of \$13,120 is due upon enrollment for all entering seniors and students reaching their 18th birthday during their program. This deposit shall be forfeited if the student is withdrawn before program completion without the Director's consent.

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. SCHEDULE & METHOD OF PAYMENT OF PROGRAM FEES; LATE FEES

(1) At the time of admission, private pay sponsors shall pay an initial payment of two months' tuition (first and last month tuition) plus the Enrollment Fee. This initial payment may be paid by check. If applicable, the pre-paid last month's tuition will be applied to the Alumni Fee.

(2) With the exception of pre-paid quarterly and annual tuition payments, all subsequent payments shall be paid only by accepted credit card (VISA, MasterCard or American Express), wire transfer or pre-authorized electronic check debits (ACH). Sponsor shall receive a 5% discount on pre-paid annual tuition payments. Unlike other payment methods, Sponsor may elect to pre-pay quarterly and annual tuition payments by check

(3) Sponsor shall also provide a valid credit card number with a credit capacity equal to two months' tuition at the time of admission. In the event that a subsequent tuition payment is not paid when due, Sponsor authorizes the program to charge the past due amount, including late fees, to the credit card number provided by the Sponsor at the time of enrollment.

(4) Payments are due the 2nd day of the month of service. For example, October tuition is due October 2nd. Payments not received by the 20th of the month of service are subject to a \$250 late fee and may result in discharge of the student from the program. With the exception of the discharge summary, transcripts and other transition information, such as student records, will not be released after a student discharges until all tuition and fees are paid in full.

(5) Students with <u>student loans</u> must provide a copy of an executed promissory note from the lending institution prior to enrollment. Actual funding must take place within five days of enrollment. Students receiving <u>school district assistance</u> must provide the program with written pre-approval from the district before enrollment. Sponsor is responsible for payment of all tuition and fees not paid by the district.

(6) The program is not in a position to absorb delinquent insurance balances. The program reserves the right to discharge students whose insurance claims become delinquent. Students with a <u>contracted insurance provider</u> must provide the program with pre-approval by the insurer at the time of admission. Sponsor shall pay the first month's co-pay and deductible at that time. If the contracted insurance provider fails to pay within 60 days of submission of a claim, Sponsor shall pay the amount due. Students with a <u>non-contracted insurance provider</u> must provide the program with pre-approval by the insurer at the time of admission. Sponsor shall pay the Enrollment Fee and the first month's tuition at the time of admission. If the non-contracted insurance provider fails to pay within 60 days of submission of a claim, Sponsor shall pay the amount due. Sponsor will be timely refunded after the program receives insurance payments (excluding AB3632).

D. OTHER FEES: SAF, Retainer Fee. Sponsor agrees to pay \$300 for a Student Account Fund ("SAF") for the Student. The fund will be used by Swift River to pay expenses for Student. Sponsor will be entitled to a refund of the amount remaining in the fund at the completion of the Program. SAF covers personal expenses such as medications, clothing, personal care, optional special event costs, school supplies and food items. Sponsor will receive an itemized monthly statement of all SAF expenditures and will be responsible for replenishing the SAF to retain a \$300 balance. If Student enters Swift River taking psychotropic medications, a \$1,500 Retainer Fee is required for psychiatric care. Each time services are provided, the Sponsor will receive a statement from the psychiatrist which the Sponsor may use for medical records or to submit to insurance.

E. PAYMENT/CANCELLATION REFUNDS. Any unused portion of the SAF shall be refunded to Sponsor upon Student's discharge from the Program. A cancellation received less than seven (7) days prior to the arrival date will result in a 50% refund. If deemed appropriate by Swift River, the amount retained by Swift River may be used as credit against any future enrollment of the Student.

F. EARLY WITHDRAWAL OF STUDENT. If Sponsor or legally authorized third party withdraws Student before expiration of the period of enrollment, or if Student upon reaching the age of eighteen (18) years old withdraws without the recommendation of the Program Director, <u>Sponsor understands and agrees that</u> <u>Sponsor shall immediately (1) pay all outstanding account balances and tuition</u> <u>through the end of the month in which the Student is withdrawn and (2) forfeit the last month's pre-paid tuition.</u> The forfeiture of the last month's pre-paid tuition reflects the recognition that certain costs associated with making the program available to the Student are incurred, whether or not the program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, Sponsor understands and agrees that the policy of non-refundable payments and expenses is a reasonable estimate of the losses (i.e., Liquidated Damages) the program incurs with the

early withdrawal of Student. If applicable, Sponsor shall be refunded any remaining pre-paid tuition thereafter.

G. 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 Cummington, Massachusetts, 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 or program including trips to visit other prospective postgraduation schools or programs. Sponsors are responsible for the cost of any psychiatric evaluations performed by a psychiatrist as noted elsewhere in this agreement.

H. 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 Swift River or any third party, and (2) any personal injury to any Swift River personnel, other students or third parties caused, in whole or in part, by the Student; and to promptly reimburse Swift River for any costs and expenses, including legal fees, it may incur in connection therewith.

I. RUNAWAY EXPENSES. In the event the Student runs away from the Program, Swift River 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 Swift River 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.

J. LOSS OR DAMAGE TO STUDENT'S PROPERTY. Swift River 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.

K. SUBCONTRACTING. Sponsor agrees and consents to Swift River's subcontracting certain services to be rendered under this Agreement by persons or entities deemed by Swift River to be properly qualified to provide said services, at no additional cost to Sponsor unless otherwise agreed to by both parties. Swift River 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, psychologists, mental health professionals, or internists or the like, are independent contractors with the client and are not employees of Swift River. 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.

L. NURSING CARE. Swift River 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 such must be arranged separately by the Sponsors. Swift River 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 downhill skiing, cross-country skiing, 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, rafting, 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 Swift River 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. *Sponsor's Initials:* ______

Student is physically capable of participating in the Programs, and his or her medical care provider has approved his or her participation. *Sponsor shall inform Swift River* if Sponsor is aware that Student is under treatment for any physical infirmity, ailment or illness, and 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 procure and/or maintain medical insurance. Sponsor accepts full responsibility for any costs incurred for medical treatment due to failure to procure or maintain insurance, or providing 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.

6. AUTHORIZATION FOR MEDICAL CARE AND RECORDS. In the event of an accident, injury, illness, or other medical necessity, Sponsor hereby authorizes Swift River 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 Swift River'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 Swift River to arrange for a physical examination (including a drug screen urine/blood test, at Swift River's option) and any psychological assessments of the Student deemed necessary by Swift River. 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 Swift River, to release all information regarding the Student's medical and/or psychological history, diagnoses and treatments to Swift River upon request. Swift River shall handle all such protected health information (also "PHI") pursuant to the guidelines in the Health Insurance Portability & Accountability Act ("HIPAA") of 1996.

7. AUTHORIZATION FOR SEARCH AND SEIZURE. Sponsor hereby authorizes Swift River personnel to search the person and personal effects of the Student at any time. In connection with such search, Swift River may, in its discretion, require Student to remove some of his or her clothing and may search Student's entire person. Swift River is further authorized to confiscate any and all items deemed by Swift River to be contraband or counterproductive to the Student's successful completion of the Program.

The disposition of all items confiscated by Swift River shall be left to the sole discretion of Swift River.

8. 8. AUTHORIZATION FOR INTERVENTION IF THE EVENT OF CHILDS IMMINENT DANGER: Sponsor hereby authorizes Swift River personnel to intervene, control and detain the Student when deemed necessary by Swift River, for purposes of their safety and wellbeing. Such interventions may be warranted with runs away attempts and behaviors that jeopardizes the student's own safety or the safety of others. In the event of a runaway, all appropriate law enforcement agencies 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 Swift River arrive, at which time Swift River personnel may re-obtain custody of the Student or authorize continued custody by the law enforcement agency until travel is arranged for the Student's return home.

9. RESEARCH AUTHORIZATION. Sponsor hereby authorizes Swift River 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.

10. EARLY TERMINATION BY SWIFT RIVER/LIQUIDATED DAMAGES. Swift River 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, undisclosed, or previously unknown physical, medical, mental, or emotional problem(s) of the Student; or (iv) for any other reason if Swift River deems it necessary for the protection of the Student, any other student(s) or the integrity of Swift River's Program. In the event that Swift River elects to terminate the Student pursuant to the terms of this paragraph, Sponsor understands and agrees that Sponsor shall immediately (1) pay all outstanding account balances and tuition through the end of the month in which the Student is withdrawn and (2) forfeit the last month's pre-paid tuition. The forfeiture of the last month's pre-paid tuition reflects the recognition that certain costs associated with making the program available to the Student are incurred, whether or not the program is completed, including such items as salaries, inventories, and other general operating expenses. Therefore, Sponsor understands and agrees that the policy of nonrefundable payments and expenses is a reasonable estimate of the losses (i.e., Liquidated Damages) the program incurs with the early withdrawal of Student. lf applicable, Sponsor shall be refunded any remaining pre-paid tuition thereafter.

11. SPONSOR EDUCATION PROGRAM AND COOPERATION. Sponsor agrees to attend any seminars for parents and guardians of the students conducted by Swift River during the Program, and to give Sponsor's full cooperation to Swift River 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 Swift River, and to fill out and return to Swift River any interactive educational materials, while the Student is in the Program.

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

13. 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.

14. EMANCIPATION. Sponsor warrants that the Student is a minor, both by age and as a matter of law or that 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.

15. 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.

16. 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 Swift River for all reasonable attorneys' fees and costs incurred by Swift River in connection with those matters concerning which Sponsor has agreed to pay or indemnify Swift River herein.

17. 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).

Academy of Swift River, L.L.C.	Parent's Name:
c/o Aspen Education Group, Inc.	Address:
17777 Center Court Drive, Suite 300	City,State,Zip:
Cerritos, CA 90703	

18. 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.

19. 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.

20. 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.

21. GOVERNING LAW/VENUE. This Agreement, and all matters relating hereto, 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.

22. 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.

23. 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 pronouns shall include the plural and plural pronouns shall include the singular, whenever the context so requires.

24. 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, Swift River 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 Swift River set forth herein. Sponsor's Initials

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

26. 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, Swift River accepts no responsibility for the mistransmission that could result in information becoming available to someone other than the intended receiver. Swift River shall handle all such protected health information (also "PHI") pursuant to the guidelines in the Health Insurance Portability & Accountability Act ("HIPAA") of 1996.

27. AUTHORIZATION FOR REQUESTED USES AND DISCLOSURES OF PHI FOR MARKETING PURPOSES. Student, his/her parent(s) and/or guardian(s), hereby authorizes Swift River and/or its affiliates to use or disclose PHI of the Student for purposes of preparing and distributing promotional media and marketing materials that are consistent with furthering the goals of Swift River and/or any of its programs. The information that may be used or disclosed pursuant to this authorization can include, but is not limited to, the following items (to the extent such items would otherwise fall within PHI):

- a) Photographs of the Student, whether moving or stills;
- b) Voice of the Student;
- c) Name of the Student; or
- d) Any other information, likeness or appearance that may identify the Student.

Authorized requested uses and disclosures of PHI shall be limited to the personnel of Swift River, its successors or assigns, or any agent(s) or subcontractor(s) of each of the foregoing, that are involved in public relations and/or marketing. All other uses and disclosures of PHI, other than for purposes of public relations and/or marketing, shall be consistent with the permitted uses and disclosures set forth under HIPAA. Pursuant to the authorization obtained herein, Swift River, its successors and assigns, or any agent(s) or subcontractor(s) of each of the foregoing, may use or disclose PHI to any individual, entity or agency associated with transmitting information to the general public for purposes of public relations and/or marketing.

Notwithstanding the termination of this Agreement, this authorization shall remain effective for an indefinite duration, unless revoked by the Student (if permissible under applicable law, for example, in the case where the Student reaches the age of majority), his/her parent(s) and/or guardian(s). This authorization may be revoked at any time by the appropriate party in a written instrument sent via First Class U.S. Mail to **Ruth Moore, HIPAA Officer** at Swift River, or in an acceptable form via electronic media if agreed upon between the Parties. Any revocation of this authorization shall be effective upon receipt of the revocation by Swift River. Further, a revocation shall apply only to requested uses and disclosures from the effective date of the revocation, and shall not apply to any and all requested uses and disclosures made at a time when a valid authorization may be subject to re-disclosure by the recipient and may no longer be protected under HIPAA. Swift River reserves the right to request verification, in any form acceptable in its sole discretion, that the person(s) acting on behalf of the Student is/are authorized to do so under HIPAA and/or other applicable laws.

You must be provided with a copy of this signed authorization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

	Date:
Sponsor (father/guardian)	
	Date:
Sponsor (mother/guardian)	
ACADEMY OF SWIFT RIVER, a Delaware Limited	Liability Company
Ву:	Date:



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT, that I/we, **PARENT NAME** (the parent(s)/legal guardian(s) and hereafter known as the "Sponsor"), do hereby certify to Academy at Swift River that I/we are the true and lawful attorney in-fact and legal custodian(s) for **STUDENT NAME** (hereinafter the "Student"), and said student is my/our **STUDENT RELATIONSHIP TO PARENT**. Student was born on **DOB**. We hereby execute this Power of Attorney for the purpose of providing legal authorization to assist my/our child as deemed necessary for emergencies and educational services in connection with the Academy at Swift River.

Without limiting or qualifying the general Power of Attorney granted and delegated by Sponsor to Academy at Swift River in the paragraph above, Sponsor specifically grants to Academy at Swift River the following powers:

- 1. To provide or obtain all medical, dental, psychiatric treatment and hospital care, and to authorize a physician to perform any and all procedures that may appear to be medically necessary for the well being of the Student;
- 2. To guide and discipline the Student as deemed necessary and reasonable by Academy at Swift River (but not to include physical punishment);
- 3. To physically restrain the Student should he/she become a danger to himself/herself or to anyone else, as deemed necessary by Academy at Swift River;
- 4. To allow the Student to participate in all activities that may risk physical injury- or illness, as outlined in Academy at Swift River's Enrollment Agreement and Program Description, and
- 5. To search the person and personal effects of the Student as deemed necessary and its discretion deems appropriate, and seize and confiscate any items deemed by Academy at Swift River to be contraband or counterproductive to student's successful completion of the Program. The search of the Student's person may require Student to change all of his or her clothing in the presence of a staff member, in which contraband may be hidden.
- 6. To restrict the Student's access to telephone calls, visitors and delivered materials as agreed with the parent/legal guardian

Sponsor (father/guardian)

Date: _____

Sponsor (mother/guardian)

Date: _____

Accepted:

Date: _____

Academy at Swift River



PERMISSION TO TEST

Results of current psycho-educational testing will help us justify, understand and better serve your child's needs. If he or she has not been evaluated in the last two years, we may deem testing necessary while at The Academy.

- I hereby grant The Academy at Swift River permission to arrange to have my child tested at an appropriate time if they deem it essential to providing adequate services.
- I agree to cover any expenses related to such testing.

Parent/Guardian Signature

Date



School Release (Please List all Schools Attended since 8th Grade)

Student Last Name	First Name	Middle Name	Date of Birth
Name of School	Grades A	ttended	Date Attended
Address			
Reason for Withdrawal			
Phone and Fax Number			
Name of School	Grades A	ttended	Date Attended
Address			
Reason for Withdrawal			
Phone and Fax Number			
Name of School	Grades A	ttended	Date Attended
Address			
Reason for Withdrawal			
Phone and Fax Number			

Parent's signature

I hereby authorize the schools listed above to release transcripts of credit, withdrawal grades (including incompletes), test data, health records, counseling information and any other records pertaining to psychiatric or psychological evaluation of the student to:

I also authorize The Academy at Swift River to provide transcripts and relevant test results to those educational consultants or other professionals who have been retained to help place my child in school after departure from The Academy at Swift River. Director of Admissions – The Academy at Swift River – 151 South Street, Cummington, MA 01026 Telephone – (800) 258-1770 Fax – (413) 634-5300



CONSENT TO EXAMINE & TREAT

Student Name: _______ Date: _______ Date: ________ I hereby authorize and consent to any X-ray examination, anesthetic, inoculation, vaccination, medical or surgical diagnosis, treatment and hospital care to be rendered to the above named minor, under general supervision and upon the advice of a physician licensed under the provisions of the Medical Practice Act. I hereby consent to X-ray examination, anesthetic, dental or surgical treatment and hospital care to be rendered to said minor by a dentist licensed under the provisions of the Dental Practice Act.

Parent/Guardian Signature

Date

MEDICAL INSURANCE You must prove that you have existing medical insurance coverage by providing a Photostat copy of your insurance cards.

Insurance Company:			Address:	
Telephone:	City:		State:	Zip:
Policy Holder:			Policy Holder	SS #:
Policy Number:			Employer if Gr	roup Policy:
DENTAL INSURANCE			Address:	
Telephone:	City:		State:	Zip:
Policy Holder:			Policy Holder	SS#:
Policy Number:			Employer if Gr	roup Policy:
VISION INSURANCE Insurance Company:			Address:	
Telephone:	City:		State:	Zip:
Policy Holder:			Policy Holder	SS#:
Policy Number:			Employer if Gr	roup Policy:
PRESCRIPTION PLAN Policy Number:		Group Numbe	r:	Co Pay:
RELEASE OF MEDICAL I I hereby authorize the rele to The Academy at Swift R	ase of any medica	al/psychological info	ormation regardir	ng

Parent/Guardian Signature	Date
-	



FLU VACCINATION

Dear Parents,

The Health Office is pleased to announce that we will have the opportunity to vaccinate all students for the flu during their stay at ASR. The vaccinations will occur towards the end of November or December each year. The available vaccine may vary in name due to market availability. All flu vaccines will be FDA approved. For more information on the vaccine that we obtain each year, please do not hesitate to call us and we can give you details on their website for you to visit.

The Health Office hopes to help to prevent our students from an out break of influenza every year. The side effects of this vaccine range from the most common which is soreness at the injection site, to fever, malaise, and allergic reactions. All of the information on additional side effects is available on the drug information website. The approximant cost for this vaccine is \$14.00 but may vary year to year. This cost will be passed on to you. Please indicate your preference below.

Thank you in advance for your cooperation,

Sincerely,

ASR Health Services

_____ I want my child to receive the flu vaccination every year.

_____ I do not want my child to receive the flu vaccination every year.

Student Name ______
Parent Name ______
Parent Signature _____

Date _____



SWIFT MENACTRA VACCINATION

Dear Parents,

Massachusetts law requires that all students in residential schools (grades 9-12) and colleges be vaccinated for meningitis prior to starting school. The ASR Health Office has available the preferred vaccine which is the Menactra vaccine (meningococcal conjugate vaccine, MCV4). Please read the CDC vaccine information statement provided which details all that you need to know about this vaccination. If after reading about it you choose not to have your child vaccinated, you may sign the attached waiver and the vaccine will not be given.

Thank you,

ASR Health Services

_____I give permission for the ASR Health Services Department to vaccinate my child with the Menactra Vaccine.

_____I do not give permission for the ASR Health Services Department to vaccinate my child with the Menactra Vaccine.

Student Name_____

Parent Name _____

Parent Signature _____

Information about Meningococcal Disease and Vaccination and Waiver for Students at Residential Schools and Colleges

Legislation has been enacted in Massachusetts requiring all new students at residential schools (e.g., boarding schools) with grades 9-12 and postsecondary institutions (e.g., colleges) that provide or license housing to:

- 1. receive meningococcal vaccine prior to the beginning of classes; or
- 2. fall within one of the exemptions in the law, which are discussed below.

The law provides an exemption for students signing a waiver that reviews the dangers of meningococcal disease and indicates that the vaccination has been declined. To qualify for this exemption, you are required to review the information below and sign the waiver at the end of this document. Please note, if a student is under 18 years of age, a parent or legal guardian must be given a copy of this document and must sign the waiver.

What is meningococcal disease?

Meningococcal disease is caused by infection with bacteria called *Neisseria meningitidis*. These bacteria can infect the tissue that surrounds the brain and spinal cord called the "meninges" and cause meningitis, or they can infect the blood or other body organs. In the United States, about 2,600 people each year get meningococcal disease and 10-15% die despite receiving antibiotic treatment. Of those who survive, about 10% may lose limbs, become deaf, have seizures or strokes, or have other problems with their nervous system.

How is meningococcal disease spread?

These bacteria are passed from person-to-person through saliva (spit). You must be in close contact with an infected person's saliva in order for the bacteria to spread. Close contact includes activities such as kissing, sneezing, coughing, sharing water bottles, sharing eating/drinking utensils or sharing cigarettes with someone who is infected.

Who is at most risk for getting meningococcal disease?

People who travel to certain parts of the world where the disease is very common are at risk, as are military recruits who live in close quarters. Children and adults with damaged or removed spleens or an inherited disorder called "terminal complement component deficiency" are at higher risk. People who live in settings such as college dormitories are also at greater risk of infection.

Are some students in college and secondary schools at risk for meningococcal disease?

College freshmen living in residence halls or dormitories are at an increased risk for meningococcal disease as compared to individuals of the same age not attending college. The setting, combined with risk behaviors (such as alcohol consumption, exposure to cigarette smoke, sharing food or beverages, and activities involving the exchange of saliva), may be what puts college students at a greater risk for infection. There is insufficient information about whether new students in other congregate living situations (e.g., residential schools) may also be at increased risk for meningococcal disease. But, the similarity in their environments and some behaviors may increase their risk.

The risk of meningococcal disease for other college students, in particular older students and students who do not live in congregate housing, is not increased. However, meningococcal vaccine is a safe and efficacious way to reduce their risk of contracting this disease.

Is there a vaccine against meningococcal disease?

Yes, there are currently 2 vaccines available that protect against 4 of the most common of the 13 serogroups (subgroups) of *N. meningitidis* that cause serious disease. Meningococcal polysaccharide vaccine is approved for use in those 2 years of age and older. In January 2005, a new type of meningococcal vaccine was licensed, called meningococcal conjugate vaccine, and is currently only

approved for use in those 11- 55 years of age. Both types of meningococcal vaccines are acceptable for college students and residential school students 11 years of age and older. For those younger than 11 years of age, meningococcal polysaccharide vaccine is the only licensed vaccine.

Both of the vaccines provide protection against four serogroups of the bacteria, called groups A, C, Y and W-135. These four serogroups account for approximately two-thirds of the cases that occur in the U.S. each year. Most of the remaining one-third of the cases are caused by serogroup B, which is not contained in the vaccine. Protection from immunization with the meningococcal polysaccharide vaccine is not lifelong; it lasts about 3 to 5 years in healthy adults (some people may be protected longer.) The meningococcal conjugate vaccine is expected to help decrease disease transmission and provide more long-term protection.

Is the meningococcal vaccine safe?

A vaccine, like any medicine, is capable of causing serious problems such as severe allergic reactions. The risks associated with receiving the vaccine are much less significant than the risks that would arise in a case of meningococcal disease. Getting meningococcal vaccine is much safer than getting the disease. Some people who get meningococcal vaccine have mild side effects, such as redness or pain where the shot was given. These symptoms usually last for 1-2 days. A small percentage of people who receive the vaccine develop a fever. The vaccine can be given to pregnant women.

Is it mandatory for students to receive meningococcal vaccine prior to entering secondary schools or colleges that provide or license housing?

Massachusetts law (MGL Ch. 76, s.15D)) requires new students at residential schools (e.g., boarding schools) with grades 9-12 and new full- and part-time, undergraduate and graduate students in degree-granting programs at postsecondary institutions (e.g., colleges) that provide or license housing to receive meningococcal vaccine. At affected institutions, the new requirements apply to all new students, regardless of grade (including grades pre-K through 8), year of study, and whether or not they reside in school- or campus-related housing. Beginning in August 2005, all new students at these institutions must provide documentation of having received meningococcal vaccine (within the last 5 years) at least 2 weeks prior to the beginning of classes, unless they qualify for one of the exemptions allowed by the law.

Students may begin classes *without* a certificate of immunization against meningococcal disease if: 1) the student has a letter from a physician stating that there is a medical reason why he/she can't receive the vaccine; 2) the student (or the student's parent or legal guardian, if the student is a minor) presents a statement in writing that such vaccination is against his/her sincere religious belief; or 3) the student (or the student's parent or legal guardian, if the student is a minor) signs the waiver below stating that the student has received information about the dangers of meningococcal disease, reviewed the information provided and elected to decline the vaccine.

Consideration is being given to amending the law regarding the students to be covered by the requirement. When and if the law is amended, regulations regarding meningococcal vaccination may change.

Where can a student get vaccinated?

Students and their parents should contact their healthcare provider and make an appointment to discuss meningococcal disease, the benefits and risks of vaccination, and the availability of this vaccine. Schools and college health services are not required to provide you with this vaccine.

Where can I get more information?

- Your healthcare provider
- The Massachusetts Department of Public Health, Division of Epidemiology and Immunization at (617) 983-6800 or <u>www.mass.gov/dph</u>
- Your local health department (listed in the phone book under government)
- •

Waiver for Meningococcal Vaccination Requirement

I have received and reviewed the information provided on the risks of meningococcal disease and the risks and benefits of meningococcal vaccine. I understand that Massachusetts' law requires students enrolled at secondary schools, colleges and universities that provide or license housing to receive meningococcal vaccinations, unless the students provide a signed waiver of the vaccination or otherwise qualify for one of the exemptions specified in the law.

After reviewing the materials above on the dangers of meningococcal disease, I choose to waive receipt of meningococcal vaccine.

Student Name:	
Date of Birth:	
Student ID or SSN:	
Signature:(Student or pare	Date: ent/legal guardian, if student is under 18 years of age)
Provided by: Massachusetts Department of Public 617-983-6800	Health / Division of Epidemiology and Immunization /

MDPH Meningococcal Information and Waiver Form

March 2005



PHYSICAL EXAMINATION

ATTN: PHYSICIAN Students entering the Academy at Swift River are required to have the following physical exam completed and signed PRIOR to enrollment. The students will be involved in numerous work projects, hiking, physical fitness, and other activities. It is important that by signing the physical exam you acknowledge that the named student is in sufficient physical shape to perform all of these activities. Please make specific entries regarding any abnormal/positive physical findings. Otherwise indicate normal physical findings with a check mark.

Student Name:			_Date of Examination:	_
Birth date:	Height:	Weight:	Glasses/Contacts:	
Nose/Throat:			_Genitalia/Hernia:	
Neck/Lymph:			_Neurological:	_
Chest:			_Musculoskeletal:	_
Heart:			_Scoliosis:	_
Abdomen:			_Pelvic and/or Breast Exam:	
Physical impairments	that would limit th	he student's ability	y to participate in vigorous, physical activ	vities:
Current Medical Probl	ems that are now	v under treatment	:	_
Previous Hospitalizati	on Dates:		Previous Surgery Dates:	
Date of Last Dental Ex	xam:		_Date of Last Eye Exam:	
Date Last Gynecologi	cal Exam/LMP:		_Allergies/Medication Reactions:	
REQUIRED LABORA	TORY TEST ANI	D IMMUNIZATION	NS (Please attach results)	
 Urinalysis CBC with Different Glucose 	ial 5. Tetanus		AB) 7. HIV Test rears) Date:8. RPR Date:9. Pregnancy Test	
	r	MEDICATION INS	STRUCTIONS	
Medication: Purpose:			Frequency: Duration:	_
Medication: Purpose:	Dosa	age:	Frequency: Duration:	_
Physician Name (plea	se print):		Phone #:	
Address:				_
Physician Signature:_			Date:	



Dear Parents,

The Health Office is pleased to announce that they will make available the new vaccine Gardasil to our female students against the Human Papillomavirus (HPV). This vaccine helps protect against four HPV types of viruses which together cause 70% of cervical cancers, and 90% genital warts. The vaccine is given in a series of three injections over a six month period. Our cost for this vaccine is \$138.00 per injection. This vaccine is recommended only for those young women who have not already been exposed to all four viruses. Side effects include localized pain and slight swelling at the injection site. Please read the attached informational sheet put out by the Center for Disease Control to make an informed decision about this vaccine for your daughter.

If you have any further questions, please call the Health Office at 800-258-1770, ext. 211. We look forward to giving this exciting new vaccine to your child.

Thank you,

ASR Health Services

I want my daughter to receive this vaccine. The total cost for all 3 injections is \$414.00

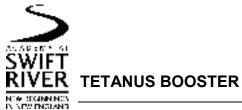
_____ I do not want my daughter to receive this vaccine.

Student Name_____

Parent Name _____

Parent Signature _	
--------------------	--

Date_____



Dear Parents,

On June 30 2006 the Advisory Committee on Immunization Practice (ACIP) recommended the routine use of Tdap vaccines for adolescents aged 11-18 years old in place of tetanus diphtheria toxoids (td) vaccines. Prelicensure studies demonstrated safety and efficacy, inferred through immuniogenicity, against tetanus, diphtheria and pertussis when Tdap was administered as a single booster.

ACIP has recommended a 10-year interval for routine administration of Td and encourages an interval of at least 5 years between the Td and Tdap dose for adolescents. Although administering Td more often than every 10 years (5 years for some tetanus-prone wounds) is not necessary to provide protection against tetanus or diphtheria, administering a dose of Tdap <5 years after Td could provide a health benefit by protecting against pertussis.

The Health Office has Tdap available for routine boosters and for tetanus prone injuries and would like your permission to give routine boosters and a booster in case of an injury. We will also have available a plain Td booster in case they have already received the Tdap booster. The Health Office staff is available to answer any questions regarding this vaccine. Our phone number is 1-800-258-1770, ext.211. You may also visit the Center for Disease Control (CDC.gov) website for additional information.

Thank you,

ASR Health Services

_____ I give my permission for my child to receive the Tdap booster when it is due or an injury has occurred, or the plain Td booster if they have already received the Tdap vaccine.

_____ I do not give my permission for my child to receive the Tdap booster when it is due or an injury has occurred, or the plain Td booster if they have already received the Tdap vaccine.

 Student Name

 Parent Name

Parent Signature

Date_____



TB TESTING

Dear Parents,

In order to comply with the Department of Health/Massachusetts Department of Early Education and Care Requirements, the Health Office will administer TB testing (PPD) on all new students who have not had one within the past year. We will do yearly testing thereafter. Please sign below to indicate your consent.

Thank you,

ASR Health Services

Student Name_____

Parent Name

Parent Signature _____

Date_____