#### \*\*\*A completed Enrollment Agreement, along with the first month's tuition payment and processing fee, <u>must</u> be provided to Liahona Academy prior to the Boy being admitted into Liahona Academy's facility.\*\*\*

#### **ENROLLMENT AGREEMENT**

This Enrollment Agreement, by and between Liahona Academy for Youth, LLC, a Utah limited liability company, located at 1055 East Highway 9, Virgin, UT 84779, (hereinafter the "Academy" or "Liahona Academy"), and \_\_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the "Guardians"), is made in consideration of the contractual agreements between the parties set forth which stipulates the following mutual covenants and promises:

1. <u>GUARDIANS</u>. The Guardians attest that they are the legal guardians, having both physical and legal custody, of \_\_\_\_\_\_, hereinafter "the Boy," whose birth date is \_\_\_\_\_\_, and is being enrolled into the Academy. The Guardians express their desire to contract for enrollment of the Boy into the Academy according to the terms and conditions of this Agreement.

2. <u>GUARDIANS CONSENT TO BOYS' PARTICIPATION IN THE ENTIRE ACADEMY</u> <u>PROGRAM.</u> Guardians give their approval and consent for the Boy to participate in all activities and programs of the Academy, including, but not limited to, transportation, work projects, treatment programs, activities on and off grounds, and/or intervention when deemed necessary by the staff at the Academy, unless excluded by law.

3. <u>CONTRACT PERIOD</u>. This Agreement is for the following contractual Enrollment Period, (please check one of the periods below). After the applicable contractual period has expired, this Agreement will automatically convert to a month-to-month contact. Upon the conversion to a month-to-month contract, the Guardian will be required to provide the Academy with a 30 day cancellation notice to terminate the month-to-month contract.

- \_\_\_\_\_ Six (6) month Enrollment Period the 6 month enrollment period contains different pricing terms. Please inquire about the details.
- \_\_\_\_\_ Nine (9) month Enrollment Period
- \_\_\_\_\_ Twelve (12) month Enrollment Period

#### IF THE BOY IS REMOVED FROM THE ACADEMY PRIOR TO THE END OF THE ELECTED ENROLLMENT PERIOD, THERE MAY BE CERTAIN PENALTIES THAT APPLY, (See Item 28.A.)

The date of admission or start of the Enrollment Period is \_\_\_\_\_\_. If the Boy is admitted into the Program on any other day other than the  $1^{st}$  day of the month, the contract period will begin on a prorated daily rate until the  $1^{st}$  day of the next month. (See Financial Requirements). While the contractual Enrollment Period may be equal to or less than a twelve (12) months, the Guardians should understand that the program has best results in terms of outcome when boys are in the program for at least twelve (12) months, or more.

4. **ENROLLMENT**. The Guardians acknowledge that they have had the opportunity to have any questions or concerns they may have answered by representatives of the Academy. Guardians hereby enroll the Boy in Liahona Academy for Youth, LLC, with the effective date as stated above, and upon completion of this Agreement and acceptance by the Academy; the Academy promises provide the following services:

- a. Room and Board
- b. Academic Programs
- c. Therapy / Treatment
- d. Supervision

Guardians understand and agree that the Academy will make changes in services, staffing, and program content at their sole discretion such materials may be outdated or become outdated as changes or adjustments may occur during the admittance or enrollment period of the Boy. The Guardians understand and agree that the Academy makes no promise in terms of outcome or results. The Academy also does not accept responsibility for any services represented orally by any of its Program staff, sales representatives, or public relations personnel. Therefore, Liahona Academy does not accept responsibility for services written in sales material, pamphlets, or brochures, as such materials may be outdated or become outdated as changes or adjustments may occur during the admittance or enrollment period of the Boy.

#### 5. FINANCIAL REQUIREMENTS -

The monthly tuition is <u>\$5,000 per month</u> with individual therapy sessions included. <u>Please do</u> <u>not send payments to the actual treatment facility.</u> All payment must be mailed to the accounting office for Liahona using the following address:

> Liahona Academy for Youth, LLC 491 North Bluff Street, #306 St. George, UT 84770

Guardians agree to pay the Academy upon admission a one time (non-refundable) processing fee of <u>Two-</u> <u>Thousand Five Hundred Dollars (\$2,500.00)</u>.

Depending on the Date of Admission, the Initial Payment will be prorated based on a 30 day month, regardless of the actual days within the actual calendar month, this equates to <u>One</u> <u>Hundred Sixty Six Dollars and Sixty Seven Cents, (\$166.67)</u>, per day

\* **Clarification:** If the Boy is admitted into the Academy on the 19<sup>th</sup> day of the May, the Guardians would pay \$166.67 times 13 (days left in the month of May) which equates to \$2,166.67 Guardians would then pay the full price of Five Thousand Dollars (\$5,000.00) for the remaining months left in the Enrollment Period.

Following the Initial Payment, Guardians agree to pay Five Thousand Dollars (\$5,000.00) each month for the months remaining in their Enrollment Period. The monthly payments are due and payable on the 1<sup>st</sup> (first) day of each month. Interest in the amount of <u>Eight Percent, (8.0%)</u>, per annum, will be charged on all open account balances that are more than 10 calendar days past due.

<u>Guardians understand and agree that the Boy will not be admitted into Liahona Academy's</u> <u>facility without Liahona Academy's prior receipt of a completed and executed Enrollment</u>

#### Agreement, first month's tuition payment and payment of the admission fee.

The fee schedule remains as stated in this Agreement unless authorized by the Academy through the Executive Director, even though the Boy may be in the Program less than or longer than the Enrollment Period. Monthly payments do not adjust according to the phase of treatment or the services offered. The monthly payments do not reflect the exact amount of days the Boy will be or is in residence at the Academy in any given month. THERE ARE NO FEE ADJUSTMENTS OR REDUCTIONS FOR PERIODS IN WHICH THE BOY IS NOT PHYSICALLY AT THE ACADEMY, whether or not the Guardian(s) or the Academy authorizes the Boy's absences.

#### A. INCIDENTAL COSTS AND EXPENSES.

In addition to monthly tuition, the Guardians agree to pay for the following expenses incurred by the Boy; such expenses will be billed to the Guardians monthly as they occur:

- 1. Medical, dental, orthodontic, optical, urinalysis, lab work, etc.
- 2. Airline or other forms of commercial travel.
- 3. The Guardians agree to pay for a comprehensive psychiatric evaluation at \$275.00 if needed or desired by the Guardian or the Academy.
- 4. If deemed necessary by the Academy or requested by the Guardian, the Academy can arrange with a physician for a complete physical, including blood test.
- 5. Other expenses related to the well-being or needs of the Boy not otherwise provided in accordance with this agreement. Examples of this might be special school activities, vocational training, private tutoring beyond the regular Program, private music lesson, athletics, insurance billings, or other specialized training or activities outside of the regular program.

#### B. UNUSUAL COSTS

Expenses for the assistance in the return of a runaway boy. In the event that the Boy leaves the Academy without authorization, the Academy will use reasonable efforts to assist the Guardian(s) in finding the Boy and in obtaining his safe return. An accounting of the expenses incurred by the Academy while assisting the Guardian(s) in finding and returning the Boy will be made to the Guardian(s).

<u>Responsibility for damage to or loss of property caused by the Boy.</u> Guardian(s) agree to be financially responsible for the costs of repairing or replacing any property lost, stolen, damaged, defaced, or destroyed by their son that are not covered by insurance. Such costs will be billed to the Guardian(s) at the time such damage or loss occurs and shall be paid by the Guardians within ten (10) days of receipt of bill.

<u>Cost of Collections, Attorney Fees, and Interest.</u> Guardians agree to pay the costs of the collection of any amounts due under this agreement, including reasonable attorney's fees, whether or not legal action is commenced and in addition to pay interest (8% annual) on all sums unpaid within 10 days after the due date.

#### C. INSURANCE.

The Guardians shall provide health insurance coverage for the Boy during the initial or any extended Enrollment Period. A copy of the Health Insurance Policy must be provided to the Academy upon admission to the Academy. And it shall be the Guardians' responsibility to maintain the health insurance policy in full force and effect during the initial and extended Enrollment Period. In the event any health insurance policy is terminated for any reason and a

new is obtained, the Guardians shall notify the Academy immediately and furnish a copy of the policy. In the event the Academy learns that there is no health insurance coverage of the Boy for any reason, the Academy may, but is not required to, obtain an appropriate health insurance policy at the Guardian's expense for the Boy. Whether or not the Academy obtains a health insurance policy, the Academy may return the Boy to the Guardians custody at the Guardians' expense.

6. **INSURANCE REIMBURSEMENT ASSISTANCE.** Depending on the Guardians' health insurance coverage, some or all of the Academy's tuition may be covered under their respective family health insurance plans. Actual reimbursement of some or all of the Academy's tuition cost is not guaranteed by the Academy. All submissions for reimbursement under the Guardians' health insurance policies are the direct and sole responsibility of the Guardians. The Academy does not submit any insurance claims, nor does it assist the Guardians in submitting any insurance claims. For those Guardians who may request assistance with submitting claims to their health insurance provider, the Academy recommends the following company and individual: ICI Billing, LLC, c/o Denise Bawden, 445 South 6250 West, Hurricane, Utah 84737, (435) 673-0470. Typically ICI Billing, LLC will charge **Eight Percent**, (8.0%), of all claims reimbursed by the Guardians' health care insurance claim is received by the Academy, the Academy will remit the negotiated fee back to ICI Billing and will credit the Guardians' tuition account for the difference. The services offered by ICI Billing are at the sole discretion of the Guardians and are not required by the Academy.

7. **FAILURE TO PAY TUITION.** As indicated in Paragraph 5 (Financial Requirements), the monthly tuition of \$5,000 will be due and payable on or before the first (1<sup>st</sup>) of each calendar month. The Guardians acknowledge and agree that absent any prior written arrangements from the Academy, if the Academy has not received payment for the monthly tuition on or before the  $10^{th}$  day following the first of each month, the Academy will require the Guardian to remove the Boy from the Academy at the sole expense of the Guardian. If the monthly tuition is not paid and if the Guardian's do not physically remove the Boy from the Academy to arrange for transportation of the Boy back to the address listed in this Enrollment Agreement, at the sole expense of the Guardian. Furthermore, if the Academy is forced to arrange for the transportation services of the Boy, and if the Academy is unable to make contact with the Guardians, the Guardians give the Academy authorization to contact their local authorities for the release of the Boy upon arrival at the address listed in this Enrollment Agreement.

8. <u>THERAPY</u>. The Guardian understands and agrees that the Academy, at its sole discretion or need, may at anytime change the amount or type of therapy provided for the Boy. This includes changes, reductions, suspensions, or elimination of formal group or individual therapy sessions.

9. <u>SUPERVISION</u>. Guardians understand that the amount of supervision varies with each boy depending on his current status. The Academy provides a high level of supervision, but it is understood that the supervision provided, regardless of status, does not guarantee that accidents, harm, self-injury, runaways, sexual activity, or use of substances cannot happen. These risks are present in any segment of society no matter how controlled or protected. The Guardian understands these risks, and agrees to hold harmless, and release the Academy, and its staff, from all liability associated with these areas.

10. <u>ACADEMICS</u>. The Guardian understand and agree that the Academy provides an academic system that in most cases will allow the student to accelerate his credits for work completed and skill and aptitude achieved. Therefore the Guardians understand and agree that the Academy cannot ensure, nor be liable, for how quickly the Boy will receive credits, if any at all, or that the Boy will receive credits in any

certain subjects. The Guardian acknowledge and consent that from time to time, the Academy will use other students/boys in the Academy's program as student aids and the Academy may use these student aids to assist in the review and correction of the Boy's homework assignments. In addition to being enrolled into Liahona's accredited academic program, the Guardian acknowledges their Boy may be duel enrolled into a Utah chartered school to provide additional academic curriculum to the Boy, such as college prep classes and Individual Education Plans, (if applicable).

11. COMMUNICATION AND PROGRESS UPDATES BETWEEN THE FAMILY AND THE PROGRAM The Guardians understand and agree that it is easier for each parent to contact the Program for communication and updates on their son's progress, than it is for the Program to track down several different parents at several different locations. It is also understood and agreed that the cost of telephone calls is the responsibility of the Guardians. The Guardians understand and agree that the Family's Case Manager will set aside a 15-minute period of time on the initial week of enrollment to properly get acquainted with each parent/guardian and to give an update on the Boy's status and well being. The Guardians understand and agree the Family's Case Manager will set aside a 20-minute period of time each week after the initial week of enrollment, for the family to contact the Case Manager for communication and update from the Program. The Guardian understands and agrees the Case Manager will need to set the time of the calls as he/she will need to coordinate the call as not to interfere with calls already scheduled for other families. The Case Manager also has other responsibilities that cannot be adjusted as they have to be accomplished at certain pre-arranged times. It is understood and agreed that the family will need to contact the Program at the time set by the Case Manager. It is further understood and agreed that the family will need to keep their calls within the 20 minutes set aside for the family. It is also understood that due to illness or unexpected leaves, there may be some weeks that the Case Manager may not be available to receive the phone call from the family. In such cases, the family may contact the Director or his Assistants for an update, if the Case Manager has not made other arrangements.

12. **FAMILY COMMUNICATION AND VISITS WITH THE BOY**. The Guardians understand and agree to follow the Program's Visit and Phone Policies as follows: all communication between the family and the Boy will be through written mail for at least the first three (3) months. Then when approved by the Boy's Treatment Team, which includes the Therapist, Case Manager, Director, and other staff as needed; weekly phone calls between the Boy and the guardians will be orchestrated by the Case Manager and Therapist. Visits may occur when the Boy has progressed in the program, but only as approved by the Treatment Team. The First few visits are conducted at the facility, unless authorization is granted by the Program Director. The Guardians understand and agree that the Academy shall be released of any liability and responsibility of the Boy while on visitations and in the custody of the Guardian(s).

13. <u>FOOD SERVICE</u>. The Academy provides a menu that is low in fat and sugars. The Guardians understand that while the menu is healthy and good for the Boy, it is not the type of menu that is often the most popular among teenage boys. The Guardians understand and agree that the Academy shall be released of any liability and responsibilities in connection with food poisoning or illnesses caused by food service.

14. **<u>RESPONSIBILITY FOR BOY'S PROPERTY</u>**. Each boy shall be responsible for the care of his property. The Guardians agree that the Academy shall not be responsible or liable for loss, damage, neglect, misplacement, or theft of the Boy's property regardless of how it occurred. The Guardians agree that the Academy is not responsible or liable for items left behind on visits, leaves, or when the Boy exits the Program. The Guardian understands that the Academy recommends that expensive or sentimental items are not brought to the Academy.

15. **TRANSPORTATION**. The Guardian understands that there is a significant amount of transportation and that the risk of traffic accidents is always present. The Guardian agrees to hold harmless and release the Academy from all liability for such accidents, any injuries, or fatalities resulting there from. Guardians give the Academy permission to transport the Boy as determined by the Academy.

16. <u>MEDICATION</u>. The Guardian understands that all medication is self administered by the Boy under supervision of a non-medical staff member. The Guardians understand that because all medication is self administered, problems or mistakes can happen in spite of supervision. The Guardians agree to hold harmless and release Liahona Academy and its staff from all liability associated with medications.

17. <u>AUTHORIZATION FOR DRUG SCREENING</u> Guardians hereby give consent and authorize the Academy to administer to the Boy if needed, a routine urinalysis or blood test for drugs. If needed, the Guardians agree to pay for such expenses.

18. <u>AUTHORIZATION FOR OBSERVATION STATUS</u>. If the Boy is ever deemed, by the sole discretion of the Academy, to be a potential danger to himself or others, the Guardians authorize the Academy to confine the Boy in a special needs room away from the interaction of others, where he will remain under the close observation and supervision of a staff member until such time that the staff feel he is no longer a significant danger to himself and others. The Guardians understand that all such decisions are judgment calls and are wide open to human or judgment error. Guardians agree to hold harmless and release the Academy from any liability resulting from any decisions to place or discontinue placement of a boy on observation status.

19. <u>AUTHORIZATION FOR SEARCH</u>. Guardians hereby give consent and authorize the Academy to search the personal effects and person of the Boy upon the initial enrollment into the Program and at anytime that may arise during the Boy's enrollment as deemed necessary by the Academy or it's staff. The Academy is hereby authorized to confiscate any and all items deemed, by the Academy, to be contraband. The Academy will dispose of all contraband items. The Guardians understand and agree that the Academy takes no responsibility for the care or return of confiscated items.

20. <u>AUTHORIZATION FOR BEHAVIOR MODIFICATION</u>. The Guardians understand that the Academy's Behavior Modification Program includes rewards and incentives for appropriate behavior; and consequences and deterrents for inappropriate behavior or rule violations. Rewards and incentives include earning points, privileges, trust, and status advancements. Consequences include loss of points, loss of privileges, loss of status, and the writing of essays (300-3,500 words in length). When a boy is given an essay, he is confined to a study carrel or other specified area away from the interaction of others, he is not allowed to participate in the normal Program until he completes the essay outlining what he did inappropriately, and what adjustments he will make in the future: This particular process may be scheduled for a certain period of time which may include day(s) depending upon the severity of the violation. The Guardians further understand and authorize the Academy to maintain a strict code of conduct including rules on dress and grooming, interaction with others, use of manners, appropriate attitudes and behaviors. The Guardians authorize the Academy to apply the behavior Modification techniques described herein and any others deemed by the Academy to be necessary.

21. <u>AUTHORIZATION FOR RESTRAINT</u> Guardians hereby give consent and authorization to the Academy personnel to physically restrain, control and detain the Boy if needed for and including, but not limited to, the following purposes: escort to or from the Academy; to prevent the Boy from running away from the Academy; to prevent the Boy from jeopardizing his safety or the safety of others; to

prevent entering an unauthorized area; to prevent the destruction of property.

22. <u>THE ACADEMY OPERATES AS AGENTS FOR GUARDIAN</u>, The Guardians hereby agree that the Academy and its staff operate in behalf of, and as agents for, the Guardians who affirm they are the legal guardian of the Boy. Any restrictions or curtailments of the Boy's privileges or rights as outlined and authorized in this Enrollment Agreement; are done by the Academy or its staff on behalf of, and as agents for, the Guardians.

23. <u>AUTHORIZATION FOR RELIGIOUS STUDY</u>. Guardian(s) understand and agree that Liahona Academy is a non-denominational program. The Academy believes that faith in a higher power is conducive to the Boy's treatment and recovery, but the Guardians/Boys faith will not be undermined. Opportunities for boys to participate in religious services of their choice may be granted. The Guardian(s) hereby releases the Academy from any liability that may result from the Boy's participation in religious services.

24. <u>AUTHORITY TO ACT</u>. LIAHONA ACADEMY may perform any and all acts necessary as determined in their judgment, or the judgment of each of them severally, for the health, welfare, and progress of the Boy, including, but not limited to (decisions in your place and stead), consents for hospitalization and/or consent for medical treatment, assistance and medical aid, psychological examination and assistance, of whatever nature, including surgery of any kind.

25. **RESPONSIBILITY FOR INJURIES OR ACCIDENTS**. Many of the activities in which the Boy may participate may involve some risks. These risks include, but are not limited to, such activities as transportation, sports, and recreational activities. There are also some inherent risks, including, but not limited to, illnesses, infections, injuries, accidents, and fatalities, etc. The Guardian agrees to hold harmless and release the Academy and its staff, from all liability for any injuries, illnesses, or other damages occurring to the Boy during his presence at the Academy, whether on or off the Academy property. The Guardians may elect to not allow the Boy to participate in specific activities provided written notice is given the Academy prior to the conduct of such specific activities.

26. **INSURANCE REIMBURSEMENTS**. Unless otherwise stated in writing, and signed by both parties, the Academy takes no responsibility for the approval or processing of Insurance reimbursements, payments, or billings. The Guardian(s) agree to maintain the fee schedule while any reimbursements or payments are being processed.

27. <u>CHOICE OF JURISDICTION, LAW, AND OTHER MATTERS</u>. GUARDIANS AGREE TO BE SUBJECT TO JURISDICTION OF UTAH COURTS IN ANY DISPUTE BETWEEN THE PARTIES TO THIS AGREEMENT. The parties agree that this Agreement constitutes a business transaction within the State of Utah, which transaction is subject to the provisions of Title 78 Chapter 27, Section 24 of the Utah Code Annotated (1953) as amended. Moreover, the parties agree that Utah law shall govern this Agreement. In the event any part of this Agreement is determined to be invalid or unenforceable the remaining provisions of this Agreement shall remain valid and enforceable according to applicable law.

28. <u>AGREEMENT RENEWAL</u>. This Agreement will automatically convert to a month-tomonth contract if the Boy remains in the Program past the Enrollment Agreement. At such point, the Guardian will be required to provide a 30 day cancellation notice to terminate the month-to-month obligation. The monthly tuition will also remain the same.

#### 29. EARLY ENROLLMENT TERMINATION.

A. **LIQUIDATION PROVISION.** This Agreement is for the term of the Enrollment Period. However, if the Guardians desire to withdraw the Boy from the Academy, they must provide the Academy with a two (2) month written notice prior to the actual withdrawal. If the Guardians withdraw the Boy without giving a two (2) month written notice, or if the Guardians withdraw the Boy before the two (2) month notice has expired, the Guardians will be required to pay the Academy any amount equal to the remaining tuition due under the two (2) month withdrawal notice. This payment is considered by the parties of this Agreement as a reasonable pre-estimate of the probable losses, which would be sustained by the Academy in the event of a withdrawal of the Boy prior to the end of the Enrollment Period. This "loss" amount is not considered by either of the parties to this Agreement as a penalty for early withdrawal of the Boy, but is intended to reimburse the Academy for costs budgeting commitments made by the Academy in connection with the enrollment of the Boy.

B. **INVOLUNTARY ENROLLMENT TERMINATION**. The Academy reserves the right to terminate the enrollment of any Boy at any time if there is a default in the performance of any of the terms of this Agreement by the Boy or Guardian or if in the sole discretion of the Academy the Boy is not a suitable resident of the Academy or for any other reason the Academy determines that the Boy should not continue to reside at the Academy. In the event a Boy's enrollment is involuntarily terminated, the Academy shall attempt to contact the Guardian and shall deliver the Boy to the nearest form of transportation and arrange at the Guardian's expense to transport the Boy back to the Guardian's address. If the Boy's enrollment is involuntarily terminated by the Academy, the Guardian will forfeit any remaining tuition for the month in which the Boy's enrollment is terminated. This "loss" amount is not considered by either of the parties to this Agreement as a penalty, but is intended to reimburse the Academy for costs budgeting commitments made by the Academy in connection with the enrollment of the Boy.

30. PRIOR RESOLUTION OF CUSTODY AND/OR GUARDIANSHIP RIGHTS. The Guardians attest and represent they have provided the Academy with a copy of the most current and correct documents describing the custody rights and/or guardianship rights with respect to the Boy, (if any). The Guardians hereby agree to be bound by such documents and authorize the Academy to act in accordance with the terms and conditions of such custody or guardianship agreement. In the event of a custody dispute between the Guardians with respect to the Boy, the Guardians acknowledge and agree that the Academy will not participate in any dispute nor will the Academy express any opinions as to the validity of either party within the dispute. The Guardians acknowledge and agree that it will be their sole responsibility to resolve any such dispute and the Guardians further acknowledge and agree to indemnify and hold harmless the Academy against any claims arising from the dispute. Upon the Academy receiving notification of any custody or guardianship dispute between the Guardians, the Academy, (at its sole option and discretion), may terminate this Enrollment Agreement. In the event of the Academy's election to terminate this Enrollment Agreement, by reason contained in this section or any other section of this Enrollment Agreement, the Student will be immediately removed from the Academy and returned to the Guardians at the sole expense of the Guardians. In addition, the Guardians will be subject to any and all early termination penalties described in Item 29 above or any other section of this Enrollment Agreement describing the Academy's rights under early termination.

#### 31. \*RELEASE OF LIABILITY FOR SUICIDE ATTEMPTS\*

The Guardians do hereby acknowledge that the Boy enrolling may have had previous suicidal tendencies but exhibits no signs or symptoms at this time and the Guardians hereby releases Liahona Academy and all employees from any liability from a suicide or suicide attempt.

Guardian	Date
(Father or Guardian)	

Guardian\_\_\_\_\_ Date\_\_\_\_\_

(Mother or Guardian)

32. <u>AMENDMENT</u>. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

33. **SCOPE AND MEANING OF AGREEMENT** Guardians hereby acknowledge that they have read the entire Enrollment Agreement and that they understand and agree to its provisions. The Guardians understand that this is a legal and binding Agreement, and that this Agreement constitutes the entire Agreement between the parties. Any changes or adjustments must be in writing and signed by both the Guardians and the Director of the Program to be valid.

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

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_.

**GUARDIANS:** 

Signature of Father/Guardian

Date

Address of Father/Guardian

Signature of Mother/Guardian

Date

Address of Mother/Guardian

Office Use Only

Signature of Program Director

Date

(The Original Enrollment Agreement signed must be sent to the following address): Regular Mail - Liahona Academy for Youth, LLC, P.O. Box 790310, Virgin, UT 84779

#### APPENDIX

From time to time, each boy in the Program may have a need to be seen by a doctor. In most cases any medical needs can be met by a visit to the local doctor's office in Hurricane, UT. However, since the Guardians are out of the general location the doctor's office requires that the Guardian give them a deposit of \$200.00 before they will see the Boy. Therefore, upon enrollment the Guardians must either arrange for payment directly with the Hurricane Family Clinic, located in Hurricane, UT or the Guardians must send a check to Liahona Academy for \$200.00 made out to: Hurricane Family Clinic. Liahona Academy will keep this check on file; if your boy never needs to see the doctor we will return the check to you at the end of his stay. If the Boy ever does need to see the doctor, the check will allow him to be seen.

You need to check one of the boxes and sign one of the items below so that we may act according to your wishes and in your behalf in terms of getting your boy medical attention.

#### • **OPTION #1**

Boys Name

We would like the Staff at Liahona Academy to take our boy to a doctor anytime he feels he needs to see a doctor or anytime there are any symptoms no matter how slight. We understand and agree to be financially responsible for the medical attention and for the transportation/supervision (\$30.00 per trip to Hurricane, \$40.00 per trip to St. George). We also understand that the doctor's office in Hurricane is closed in the evenings and on weekends; any medical attention would be performed at the hospital in St. George during those times.

DOB

Father/Guardian

Mother/Guardian

Date

#### • **OPTION #2**

We would like the staff at Liahona Academy to use judgment in determining when to take our boy to see the doctor. We understand that the staff at Liahona Academy are not medical staff and like any parent, they could make mistakes in judgment, such as not getting the Boy medical attention as early as recommended, or even as early as they should to avoid complications. Understanding this risk, we still request that the Academy and its staff use judgment in determining when our boy needs medical attention and hereby hold harmless and release the Academy and its staff from all liability associated with the judgment of the staff in this area.

Father/Guardian

Mother/Guardian

Date

(Note: Unless the Guardians release the Academy and its staff from all liability associated with the use of judgment in this area, the Academy and its staff would have no choice but to take the Boy to the doctors' office every time he felt it was needed or there were symptoms of illness, no matter how slight. Otherwise the potential for making a mistake in judgment is too great for the Academy to shoulder the responsibility or liability of this area.)

#### **REQUIREMENT TO PROVIDE HEALTH INSURANCE**

It must be anticipated that accidents, injuries, and acute illnesses can and do happen. For the protection of the Boy, the parents, and the Academy, every boy accepted for enrollment at Liahona Academy, LLC must be covered by a health insurance plan provided by his parents or guardians. If your family does not currently have a health insurance policy, it will be necessary for you to purchase coverage for the period of your child's enrollment. A copy of the policy must be provided to the Academy and will be maintained in the Boy's file.

In addition, the Academy must have on file signed health insurance claim forms (including dental, if available). Please be sure the employer and employee information sections are completed and forms are signed. The forms must be received prior to or at the time of the Boy's enrollment.

If you have any questions regarding the above please feel free to contact us.

The undersigned Guardians hereby represent and warrant that their Boy has the following health insurance policy in full force and effect and that such health insurance policy or an equivalent policy shall be maintained at all times while the Boy is enrolled at the Academy:

Father/Guardian	Mother/Guardian	n
INSUR	ANCE INFORMAT	TION
PATIENTS FULL NAME:		DOB:
FULL NAME OF INSURED:		DOB:
ADDRESS:	CITY:	ST:
ZIP: PHONE #:	WORK #:	
NAME INSURANCE COMPANY:		
SS#:ADDRESS:		
CITY:	ST:	ZIP:
PHONE #:		
NAME OF EMPLOYER OR GROUP:		
POLICY #:		
GROUP #:		
<b>**Provide a copy of your insurance card,</b>	front and back and	a signed health insura

**MEDICAL & DENTAL HISTORY** 

CHILD'S NAME	DOB:		
1. Is child taking medications?	YES	NO	
2. Has child been taking medications?	YES	NO	
3. Is child allergic to any medications?	YES	NO	
4. Is child allergic to any foods?	YES	NO	

#### DURING THE PAST YEAR HAS THE CHILD EXPERIENCED ANY:

<ol> <li>5. Ear pain or hearing loss?</li> <li>6. Eye discomfort or sight loss?</li> <li>7. Frequent headaches?</li> <li>8. Dizziness or fainting spells?</li> <li>9. Hay fever or other allergies?</li> <li>10. Skin Sores, rashes, or hives?</li> <li>11. Warts, moles, or swellings</li> <li>12. Coughing or persistent indigestion?</li> <li>13. Stomachaches or persistent indigestion?</li> <li>14. Urinary burning or frequent urination?</li> <li>15. Sugar in the urine?</li> <li>16. Venereal disease?</li> <li>17. Tumor, cyst, growth, or cancer?</li> <li>18. Heart disease?</li> </ol>	YES YES YES YES YES YES YES YES YES YES	NO NO NO NO NO NO NO NO NO NO
HAS YOUR CHILD EVER HAD:		
<ol> <li>19. Deformities of any kind?</li> <li>20. Diabetes?</li> <li>21. Asthma?</li> <li>22. Arthritis?</li> <li>23. Seizures, convulsions, or epilepsy</li> </ol>	YES YES YES YES YES	NO NO NO NO
HAS YOUR CHILD EVER BEEN:		
<ul><li>24. Sexually abused?</li><li>25. Physically abused?</li><li>26. Psychologically abused?</li><li>27. Classified as neglected by child welfare?</li></ul>	YES YES YES YES	NO NO NO
DOES YOUR CHILD CURRENTLY HAVE:		
<ul><li>28. Glasses or contact lenses</li><li>29. Special Dietary needs?</li><li>30. Orthopedic appliances including dental braces?</li></ul>	YES YES YES	NO NO NO

## IF YOU HAVE ANSWERED "YES" TO ANY OF QUESTIONS FROM 1 THROUGH 30, PLEASE EXPLAIN ON A SEPARATE PAGE.

Liahona Academy for Youth, LLC Enrollment Agreement 13 of 27

#### HOSPITALIZATIONS AND SURGERIES IN THE PAST FIVE YEARS:

Date:	Hospital:
Address:	
Injury:	Result:
Dental Braces:	
	d/or a retainer, do you wish, at your expense, to have regular check ups by a
	se sign this statement as an authorization for care.
Monthly Orthodontist care ap	A • •
Parent or legal Guardian	
Date	
SPORTS:	
Are there any known physica	l conditions that would prevent your child from participating in sports or
physical educations classes?	
YESNO	
If yes, please explain	

#### MEDICAL CARE RELEASE

We, the Parent(s)/Guardian(s) of \_\_\_\_\_\_ hereby authorize LIAHONA ACADEMY FOR YOUTH, LLC, to obtain medical care for him in the event of an illness, injury, or other emergency.

We further authorize medical and hospital treatment by a licensed physician to perform any procedures that they may deem to be medically appropriate for his well-being. We also accept financial responsibility for any such medical care emergencies.

Father/Guardian

Mother/Guardian \_\_\_\_\_

Date\_\_\_\_\_

Note: Parents may request that non-emergency Dental or Medical Treatment will only be performed with prior approval and consent.

#### **RELEASE OF INFORMATION AND RECORDS**

Name:		
SS#:	Date of Birth	
I/we, the undersigned	, do hereby give consent to:	
Name:		_
		-
Phone:		-
	n and records to LIAHONA ACADEMY FOR YOUTH, LLC ning to the above-named boy who is my child/ward.	2. as categorized to
TYPE OF INFORMA Educational Medical/Dental Therapeutic Psychiatric/Psycholog	ATION SPECIFIED INFORMATION/RECORDS	
Date	Father/Guardian	
	Mother/Guardian	
DI EACE CEND DEA	CODDE TO THE ACTUAL FACILITY LOCATION.	

PLEASE SEND RECORDS TO THE ACTUAL FACILITY LOCATION: LIAHONA ACADEMY FOR YOUTH, LLC. P.O. Box 790310 Virgin, UT 84779

#### **REQUEST FOR TRANSFER OF CONFIDENTIAL RECORDS**

This form is provided by LIAHONA ACADEMY FOR YOUTH, LLC. for the purpose of obtaining your son's school and psychological/psychiatric records.

Name of Student:\_\_\_\_\_\_Birthdate:\_\_\_\_\_

I hereby authorize LIAHONA ACADEMY FOR YOUTH, LLC. to obtain from:

all school and psychological/psychiatric records as defined by Public Law 93-380 and other federal laws pertaining to educational records.

#### PLEASE SEND THE FOLLOWING INFORMATION:

- \_\_\_\_\_1. Transcript of credit and classes to date.
- \_\_\_\_\_2. Copy of Student's immunization records
- \_\_\_\_\_\_ 3. Withdrawal grades, including incomplete classes.
- 4. Test data, health records, and counseling information.
- \_\_\_\_\_ 5. Suggested course outline.
- \_\_\_\_\_6. Units and courses required for graduation.
- \_\_\_\_\_7. Any other records pertaining to the psychiatric or psychological evaluation of the student.
- 8. Copy of Student's Birth Certificate

Date

Father/Guardian

Mother/Guardian

#### PLEASE SEND RECORDS TO: LIAHONA ACADEMY FOR YOUTH, LLC. P.O. Box 790310 Virgin, UT 84779

#### LIAHONA ACADEMY FOR YOUTH, LLC. ENROLLMENT QUESTIONNAIRE

Is the child adopted?	YES NO		
Address	City	St	Zip
Work Phone	Home Phone	Ce	11 #
2. Mother's Name			
Address	City	St _	Zip
	Home Phone		
E-mail Address		_	
3. Step Father's Name _			
Address	City		St Zip
Work Phone	Home Phone	Cel	1#
E-mail Address			
4. Step Mother's Name_			
Address	City	St	Zip
	Home Phone		
E-mail Address		_	
EMERGENCY PHONI	E #		
Contact Person	Rela	ationship	
	esNo		
	t has custody?		
(Please attach a copy of	custody order)		
6. Placement Counselor	Pho	one	
Address		St	Zip

Parent/ Guardian

#### STUDENT INFORMATION

Place of Birh	1.	Student's Name			
Religious preference         Ethnic Origins         Last Grade Finished         Age       Height         Weight       Hair         Student's SS#         Age       Height         Weight       Hair         School.         (Name of School)         3. Prior to placement at LIAHONA ACADEMY FOR YOUTH, LLC. your student was living:        at home.      with relatives.        alone or with friends.      private school.         4. Please list all prior out of home placements         Placement       Date         Placement       Date		Place of Birth	1		
Ethnic Origins		If Adopted, give date of a	doption		
Last Grade FinishedStudent's SS#       AgeHeightWeightHairEyes         AgeHeightWeightHairEyes       Prior to placement at LIAHONA ACADEMY, your student was attending or had dropped out ofSchool.         3. Prior to placement at LIAHONA ACADEMY FOR YOUTH, LLC. your student was living:at homewith relativesalone or with friendsprivate school.         4. Please list all prior out of home placements		Ethnic Origins			
AgeHeightWeightHairEyes         2. Prior to placement at LIAHONA ACADEMY, your student was attending or had dropped out of		Last Grada Einishad	Studen	t'a SS#	
2. Prior to placement at LIAHONA ACADEMY, your student was attending or had dropped out of		Age Height	Studen Weight	1 8 55# Hair	Eves
			weight	Han	Lycs
3. Prior to placement at LIAHONA ACADEMY FOR YOUTH, LLC. your student was living:        alone or with friendsprivate school.         4. Please list all prior out of home placements         PlacementDate         PlacementDate         PlacementDate         PlacementDate         PlacementDate         PlacementDate	2.				was attending or had dropped out of
at home.      with relatives.        alone or with friends.      private school.         4. Please list all prior out of home placements       DatePlacement         Placement      DatePlacement         Placement      DatePlacement         Placement      Date		(Name of Sch	lool)		
Placement		at home	with re	latives.	
Placement	4	Diagon list all miner out of h	omo placemente		
Placement       Date         Placement       Date         S. If your student was attending class, indicate progress:			•		
Placement					
5. If your student was attending class, indicate progress:					
	Pla			Date	
Job performance? PoorGood         Adequate Excellent         Boy's Name         HOW DID YOU HEAR ABOUT US?         Internet search: what words did you search to find our website?         Website Referral: did another website direct you to Liahona?         Individual Referral: who should we thank for referring you to us?		failing below averag	e av	verage above averag yes no	e
Job performance? PoorGood         Adequate Excellent         Boy's Name         HOW DID YOU HEAR ABOUT US?         Internet search: what words did you search to find our website?         Website Referral: did another website direct you to Liahona?         Individual Referral: who should we thank for referring you to us?	Ki	nd of work?			
Boy's Name	Jol	b performance? Poo	orGood		
HOW DID YOU HEAR ABOUT US? Internet search: what words did you search to find our website?		Adequate	Excellent		
Internet search: what words did you search to find our website?	Bo	oy's Name			
Website Referral: did another website direct you to Liahona?         Individual Referral: who should we thank for referring you to us?			HOW DID Y	YOU HEAR ABO	UT US?
Individual Referral: who should we thank for referring you to us?	In	ternet search: what word	s did you search	n to find our webs	ite?
	W	ebsite Referral: did anot	ner website dire	ct you to Liahona	?
Other: Please explain	In	dividual Referral: who sl	ould we thank f	for referring you t	to us?
	Of	her: Please explain			
	51				

\_\_\_\_

On a scale of 1-5, please rate and describe your child's past performance in the following areas PLEASE CIRCLE ONE NUMBER:

FAMILY Relates well with brothers and sisters:

Negative			Posi	tive
1	2	3	4	5

AUTHORITY Responds to parental authority:

Negative			Posi	tive
1	2	3	4	5

FRIENDS Has a variety of friends:

Nega	tive		Posi	tive
1	2	3	4	5

SCHOOL Attendance:

Negative			Posi	tive
1	2	3	4	5

COMMUNITY Attitude toward community involvement:

Nega	ative		Posi	tive
1	2	3	4	5

SELF IMAGE Self image, attitudes, personal goals:

Negative			Posi	tive
1	2	3	4	5

CHURCH Activity:

Neg	ative		Positive	
1	2	3	4	5

#### FAMILY MEMBERS

Please list in chronological order all brothers, sisters, step, and half brothers and sisters, living or dead.

NAME	SEX	AGE	RELATIONSHIP	ADDRESS

List all others that have lived in your home during your child's in home residence or who are living in your home at this time.

NAME	SEX	AGE	RELATIONSHIP	ADDRESS
COMMENTS				
		Liahona A Enr	Academy for Youth, LLC ollment Agreement 21 of 27	

#### MAIL

As legal Guardian(s), having both legal and physical custody of \_\_\_\_\_\_, whose date of birth is \_\_\_\_\_\_, \_\_\_\_. We direct LIAHONA ACADEMY and its staff to send all outgoing and incoming mail (except for those sent from us, or those that are approved) for \_\_\_\_\_\_ to us. We will take all responsibility for the mail for this directive. It is understood that LIAHONA ACADEMY is operating at our discretion in this behalf.

Date

Father/Guardian

Mother/Guardian

#### **TELEPHONE CALL POLICY**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

In an effort to keep our fees as low as possible, any telephone calls will be the responsibility of the parents to initiate the call to the designated Family Therapist/Counselor at the time indicated by the Counselor/Therapist or Case Manager. It is the responsibility of the parents to adhere to the designated time slot provided by the Counselor/Therapist and Case Manager.

# Any phone calls made by the Parents, outside the designated time slot, will be directed to the office manager and no guarantee can be provided that the Parent will be able to speak with the Counselor/Therapist or Case Manager at the time of call.

I/we, the undersigned, do hereby give authorization for LIAHONA ACADEMY FOR YOUTH, LLC personnel to make telephone calls to the numbers listed below, as necessary to discuss my child's care, disposition, education, or treatment.

Mother's Signature	Home Phone #	Work Phone #
Father's Signature	Home Phone #	Work Phone #
Family Therapist/Counselor	Home Phone #	Work Phone #

#### PERMISSION TO PHOTOGRAPH

	DOB
Academy student files. Th	hona Academy's staff will be taking an identification photograph for the herefore I consent for photographs to be taken of the above mentioned Boy for cademy deems necessary and appropriate, and release the Academy from any
Date	Father/Guardian
	Father/Guardian
Date	Mother/Guardian
PERM	ISSION TO RECEIVE THERAPY AND TREATMENT
Boy's Name	DOB
contracted out to provide psychiatric evaluations, or	ahona Academy will provide therapy through Personnel who are specifically Therapeutic Services and give my permission to provide treatment, therapy, psychiatric treatment if needed. I also give permission to treat and/or prescribe
incucations to my son of n	ake changes to his current treatment.
	Father/ Guardian
Date	Father/ Guardian
Date	
Date Date	Father/ Guardian
Date Date PERMISSIO	Father/ Guardian Mother/ Guardian
Date Date PERMISSION Boy's Name In addition to the I understand that Liahona Ac	Father/ Guardian Mother/ Guardian ON TO DUEL ENROLL INTO UTAH CHARTER SCHOOL
Date Date PERMISSIC Boy's Name In addition to the I understand that Liahona Ac additional academic curricu applicable).	Father/ Guardian         Mother/ Guardian         DON TO DUEL ENROLL INTO UTAH CHARTER SCHOOL        DOB         Boy being enrolled into Liahona Academy's accredited academic program, I sademy may duel enroll the Boy into a Utah chartered school which will provide flum to the Boy, such as college prep classes and Individual Education Plans, (if
Date Date PERMISSIC Boy's Name In addition to the I understand that Liahona Ac additional academic curricu applicable).	Father/ Guardian Mother/ Guardian DN TO DUEL ENROLL INTO UTAH CHARTER SCHOOL DOB Boy being enrolled into Liahona Academy's accredited academic program, I eademy may duel enroll the Boy into a Utah chartered school which will provide lum to the Boy, such as college prep classes and Individual Education Plans, (if

Liahona Academy for Youth, LLC Enrollment Agreement 24 of 27

#### THINGS TO BRING

8 pair of socks
1 pair of athletic shoes (MUST BE ATHLETIC SHOES)
8 underwear
1 bathing suit
2 hand towels
2 bath towels
2 Washcloths
1 Pillow
1 Blanket
Twin flat sheets (1)
Twin fitted sheets (1)
Deodorant
Toothbrush
Electric razor (if the student shaves)

PACK ONLY THE ITEMS LISTED ABOVE. ANY ITEMS BROUGHT TO THE FACILITY, OTHER THAN THOSE LISTED ABOVE, WILL REQUIRE POSTAGE FROM THE PARENTS TO RETURN THE ITEMS.

#### <u>\*\*\*\*A COPY OF THE STUDENT'S BIRTH CERTIFICATE AND IMMUNIZATION</u> <u>RECORDS MUST ACCOMPANY THESE FORMS\*\*\*\*</u>

#### **VALUABLES**:

Items that have significant financial or sentimental value should only be brought at the owner's risk. The contract specifically states that LIAHONA ACADEMY FOR YOUTH, LLC does not accept responsibility for lost or stolen items, or items left behind after the Boy is no longer in the Academy.

#### CARE PACKAGES

Please **do not** send perishable items such as food and candy. These items interfere with the Boy's diet and the program, and we do not have adequate storage for them. Non perishable items make better presents as they are something that the Boy can keep and use (books, clothing, stationary, etc.)

Guardians please, do not send more than what is listed here. If your son is asking for anything that he would like you to send, please wait till your weekly pre-arranged phone call with your Case Manager, to check if it will be approved before sending.

\* Parents choosing to send their Boy's clothing and belongings to the facility directly by **UPS** or **FedEx**, the address is:

Liahona Academy 1055 East Hwy 9 Virgin, UT 84779



1055 East Highway 9 Virgin, UT 84779 Telephone: (435) 656-2227 Facsimile: (435) 656-2228

### AUTHORIZATION AGREEMENT FOR <u>MONTHLY</u> DIRECT PAYMENTS (ACH DEBITS)

I hereby authorize LIAHONA ACADEMY FOR YOUTH, LLC, hereinafter called LIAHONA, to initiate DEBIT entries to my (our) Checking Account/ Savings Account (Select One) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name		
Branch		
City	State	ZIP
Routing Number		

Account Number\_\_\_\_\_

This authorization is to remain in full force and effect until Liahona has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Liahona and Depository a reasonable opportunity to act on it.

Print Name	Print Name
Signature	Signature
Date	Date

# NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Liahona Academy for Youth, LLC Enrollment Agreement 26 of 27



1055 East Highway 9 Virgin, UT 84779 Telephone: (435) 656-2227 Facsimile: (435) 656-2228

### **AUTHORIZATION AGREEMENT FOR MONTHLY CREDIT CARD BILLING**

I hereby authorize LIAHONA ACADEMY FOR YOUTH, LLC, hereinafter called LIAHONA, to charge my credit card indicated below for the monthly tuition, any incidental fees, doctor bills, or any other charges that I am responsible for, which are stated in the Liahona Academy For Youth, LLC enrollment agreement.

Name of Credit Card Holder				<u>.</u>
Home Phone ()		Cell Phone (_	)	
Credit Card Billing Address				
City	_ State_	Z	JP	
Credit Card Type (circle one)	AMEX	DISCOVER	VISA	MASTERCARD
Credit Card Number				
EXPIRATION DATE		SECU	RITY C	ODE
This authorization is to remain in notification from me of its termina reasonable opportunity to act on it	ation in s			
Print Name				
Signature				
Date				
NOTE: ALL WRITTEN CREDIT CARI	D AUTHO	RIZATIONS <u>MUS</u>	<u>T</u> PROVIE	DE THAT THE RECEIVER M

AY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.