



PLACEMENT AGREEMENT

This agreement ("Agreement") is entered into by and between Ironwood, LLC, a Maine limited liability company ("Ironwood"), operating a licensed residential therapy program and _____, parent(s) and/or guardian(s) of resident (hereinafter "Parent/Legal Guardian") whose mailing address is: _____ on behalf of _____ ("Resident"). In the event the Resident reaches age 18 while enrolled in the Ironwood Program, his/her enrollment or continued enrollment is subject to the condition that the Resident consent to the same terms set forth in this Placement Agreement. (Attached is a draft of a "Consent to Placement Agreement," by which the Resident upon reaching 18 can consent to these terms.)

Ironwood offers a residential therapy program for struggling adolescents who are exhibiting serious behavioral issues. The Program includes intensive individual and group counseling, outdoor recreational activities, and other activities. The Program is designed to provide residents with skills, opportunities and structure that challenge each resident and foster his/her personal development.

For purposes of this Agreement, "Ironwood" means and includes Ironwood LLC, Ironwood Properties LLC, any related entity, and the members, trustees, managers, officers, employees and other agents of each entity; "Resident" means the named resident enrolled in the Ironwood Program; and "Parent/Legal Guardian" means the parent(s) or legal guardian(s) of the undersigned Resident.

In consideration of the mutual promises set forth in this Agreement, Ironwood and Parent/Legal Guardian mutually agree as follows:

I. Ironwood Responsibilities

Ironwood shall endeavor to use its best professional judgment to:

- Coordinate and facilitate counseling services, academic services, outdoor recreational activities, religious activities and other activities for the Resident.
- Conduct individual counseling sessions with the Resident.
- Conduct group counseling sessions with the Resident that involve other residents and Ironwood counselors.
- Develop an individual treatment plan tailored to the needs of the Resident, within 72 hours of the Resident's admission to the Program.
- Provide appropriate shelter and meals to the Resident on a 24-hour-a-day basis while the Resident is enrolled in the Program.
- Complete and maintain all clinical records for the Resident, including incident reports, progress notes, and assessments of the Resident and discharge summaries for the Resident.
- Arrange for any necessary or appropriate medical and dental treatment for the Resident, and arrange transportation to and from all medical and dental appointments.

- Prior to any proposed use of the Power of Attorney referenced below, attempt to contact Parent/Legal Guardian to describe how and why Ironwood intends to use the Power of Attorney; after any use of the Power of Attorney, attempt to contact the Parent/Legal Guardian to describe the circumstances surrounding such use of the Power of Attorney.
- Provide the Parent/Legal Guardian and the Resident an opportunity to discuss the Ironwood Program and the Resident's progress in the Program with Ironwood staff.
- Report conduct, such as child abuse or neglect, which is required or permitted to be reported under Maine law.
- Document and notify the Parent/Legal Guardian of the effective date of the Resident's disenrollment in the Ironwood Program.

II. Parent/Legal Guardian's Representations and Warranties

Each undersigned Parent/Legal Guardian represents and warrants that he/she is the legally recognized parent or guardian of the Resident. The Parent/Legal Guardian further represents and warrants that he/she has read carefully and understands the terms and conditions of this Agreement and that he/she has received sufficient information and advice about the Ironwood Program and the Resident's proposed course of treatment to be able to make a reasoned, responsible and informed decision regarding treatment of the Resident. The Parent/Legal Guardian acknowledges that he/she has the right to give or withhold consent to treatment and hereby represents that he/she has given informed consent to the Resident's treatment in the Ironwood Program until such time as the Resident reaches the age of 18 (the age of majority in the State of Maine). The Parent/Legal Guardian acknowledges that, after reaching age 18, the Resident will have the right to give or withhold consent to continued enrollment and treatment at Ironwood. Upon reaching the age of eighteen (18), the Parent/Legal Guardian agrees that, even after the Resident reaches age 18, the Parent/Legal Guardian will continue to fulfill his/her responsibilities and obligations under this Placement Agreement so long as the Resident remains enrolled in the Ironwood Program. Each undersigned Parent/Legal Guardian also represents and warrants that he/she understands that he/she assumes full responsibility for the Resident for any period of time during the Resident's enrollment in the Ironwood Program when the Resident is released to the Parent/Legal Guardian, notwithstanding any Power of Attorney signed by the Parent/Legal Guardian. The Parent/Legal Guardian also represents and warrants that he/she understands that the Power of Attorney automatically terminates upon the Resident's disenrollment in the Ironwood Program.

III. Parent/Legal Guardian Responsibilities

The Parent/Legal Guardian shall, to the best of his/her ability and in good faith:

- Provide complete and accurate information about the Resident, including the Resident's medical and developmental history and current condition, prior to the Resident's admission to the Ironwood Program and on an ongoing basis during the Resident's enrollment in the Ironwood Program.
- Cooperate with Ironwood staff in the development of an individual treatment plan tailored to the needs of the Resident.
- Participate in certain program activities designated by Ironwood, including without limitation, meetings with the Resident's primary counselor, service planning and case review meetings, group meetings, educational presentations and classroom sessions, recreational activities and challenge activities.
- Cooperate with Ironwood staff to refer the Resident for other appropriate mental health or substance abuse services in the event Ironwood determines that it is not an appropriate placement for the Resident.
- Inform Ironwood staff about the Resident's religious orientation, practices and activities. Resident's

religious orientation is: _____.

- Promptly pay for all out-of-pocket expenses associated with medical or dental care received by the Resident during enrollment in the Ironwood Program.

In addition, the Parent/Legal Guardian shall:

- Deliver a Power of Attorney authorizing Ironwood staff identified in that document to make decisions for the Resident while the Resident is at Ironwood, including decisions about the Resident's general care and medical and dental care.
- Sign authorizations for the release of health care or educational information, at Ironwood's reasonable request.

IV. Resident Responsibilities

The Parent/Legal Guardian, on behalf of the Resident (if younger than 18), agrees that the Resident shall:

- Provide complete and accurate information about the Resident, including the Resident's medical and developmental history and current condition, prior to the Resident's admission to the Ironwood Program and on an ongoing basis during the Resident's enrollment in the Ironwood Program.
- Attend and participate in all required program activities, including without limitation weekly meetings with the Resident's primary counselor, service planning and case review meetings, group meetings, educational presentations and classroom sessions, recreational activities and challenge activities.
- Do his/her best to establish and maintain good relationships with Ironwood staff and his/her fellow residents.
- Demonstrate respect toward fellow residents, Ironwood staff, other program personnel and the community.
- Comply with all rules and policies of the Ironwood Program.
- Remain in the Program until the completion date identified below in this Agreement.

V. Communications to and from the Resident:

The parties agree as follows:

- The Resident may send and receive mail to and from family members, subject to program restrictions established by Ironwood. Ironwood will obtain and pay for U.S. postage for a reasonable volume of personal mail sent by the Resident.
- The Resident may make or receive telephone calls to or from family members, subject to program restrictions established by Ironwood. The Parent/Legal Guardian shall be responsible for the cost of all such telephone calls.
- The Resident may have visits from family members in accordance with program restrictions established by Ironwood.
- Generally speaking, Ironwood will strive to facilitate communication between the Resident and members of his/her family. Nonetheless, Ironwood reserves the right to withhold or delay communications to or from

the Resident when Ironwood staff makes a good faith determination that doing so is necessary or appropriate to promote the objectives of the Resident's treatment or therapy.

- Due to the length and nature of Ironwood's Program Ironwood does not offer scheduled vacations for Residents.
- The Resident may receive gifts from family members with the prior approval of Ironwood. Ironwood may open and/or hold any gift that Ironwood determines is inappropriate for the Resident to have in his/her possession during treatment. Ironwood will contact the Resident's Parent/Guardian in the event it determines that a gift is inappropriate. Ironwood will inventory and store such gifts with the Resident's personal possessions and return the gift to the Resident upon his/her discharge from the Ironwood Program.
- Generally, health care information about the Resident and his/her family (including information that is disclosed or obtained during individual or group counseling) is confidential and may be disclosed to third parties only with an appropriate authorization, unless such disclosure is otherwise required or permitted by law.
- The Parent/Legal Guardian agrees that Ironwood, in its discretion, may disclose confidential health care information about the Resident to the Parent/Legal Guardian and may disclose confidential health care information about the Parent/Legal Guardian to the Resident. Ironwood will notify the Parent/Legal Guardian if Ironwood determines, in the exercise of professional judgment there is a risk to the health of a Resident.
- The Parent/Legal Guardian also acknowledges and agrees that Ironwood may restrict its disclosure of confidential health care information to the Parent/Legal Guardian if Ironwood determines, in the exercise of professional judgment, that such restriction is in the best interests of the Resident.

VI. Fees and Costs

A. Tuition

By signing below, the Parent/Legal Guardian agrees to pay all Tuition in accordance with the *Program Costs and Payment Terms*, attached hereto and incorporated by reference.

B. Additional Costs

In accordance with the *Program Costs and Payment Terms*, the Parent/Legal Guardian also agrees to pay various other additional costs, including but not limited to: the Resident's medical, dental, hospital or other related costs, prescription medication costs; transportation costs to and from medical appointments, airport or special events; clothing costs; and equipment outfitting costs.

C. Transportation Costs

The Parent/Legal Guardian is responsible for all of the Resident's transportation costs to Morrill, Maine for the Program and return transportation costs from Morrill, Maine after completion of the Program.

D. Insurance

Even if the Resident's treatment costs are reimbursable under an insurance policy held by the Parent/Legal Guardian, please note that Ironwood is not a party to that insurance contract. As a matter of policy, Ironwood does not bill insurance companies or other third-party payors for any fees associated with the Resident's participation in the Ironwood Program. Ironwood is not responsible for determining the level of coverage available under an insurance policy, or for assuring the availability of reimbursement benefits thereunder. In some cases, insurance companies or other third-party payors may determine that certain services are not covered under a particular

insurance policy or do not represent reasonable or necessary charges for purposes of the policy. The Parent/Legal Guardian is legally responsible for the full payment of all fees and costs associated with the Resident's attendance at Ironwood. Ironwood will, however, make reasonable efforts to provide information requested by the Parent/Legal Guardian for the purpose of obtaining insurance reimbursement of costs associated with the Resident's participation in the Ironwood Program.

VII. Release and Indemnification

The Ironwood Program is designed for struggling adolescents with serious behavioral issues. The Program involves various recreational activities that may involve a degree of risk, such as hiking, water sports and horseback riding. The Parent/Guardian and the Resident understand and acknowledge that the recreational activities may involve an increased level of risk for a Resident with certain medical conditions and agree that the Program is appropriate for the Resident in light of his/her current medical condition. Given the nature of the Program, the parties agree that Ironwood shall not be responsible for damage, injury (including personal injury or death) or loss to the Resident resulting from negligent or wrongful conduct of the undersigned Resident or other residents or visitors, or from the good faith decisions or conduct of Ironwood or its staff or other associated persons. The parties understand and agree that Ironwood's legal liability is expressly limited to damage, injury or loss that directly and proximately results from willful misconduct or gross negligence of Ironwood (as defined above).

The Parent/Guardian and the Resident hereby release Ironwood (as defined above) from any and all liability, injury (including personal injury or death), claim, loss, cost or expense, and waive and promise not to sue on any such claims against any such person or organization, arising directly or indirectly from or attributable in any way to any negligence, action or omission to act of any such person or organization in connection with Ironwood or the Ironwood Program, other than for willful misconduct or gross negligence as provided above. To the fullest extent permitted by law, the Parent/Guardian further agrees to indemnify Ironwood (as defined above) from any and all liability and expense (including without limitation reasonable attorneys' fees) arising from (i) any breach of the foregoing release and agreement not to sue or (ii) any actual or threatened claim by the Resident or any relative, affiliate, heir or successor of the Parent/Guardian or the Resident in any way arising from or relating to any loss, damage or injury suffered by the Resident (including personal injury or death) suffered as a result of any act or failure to act by Ironwood (as defined above) in connection with the Resident's activities in connection with Ironwood or the Ironwood Program, other than claims expressly permitted by this Agreement.

The parties acknowledge that conduct of the Ironwood Program is regulated under Maine law, and the parties agree that this Agreement shall be governed by Maine law. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT BROUGHT BY THE UNDERSIGNED FOR INJURY, LOSS OR DAMAGE IN CONNECTION WITH THIS AGREEMENT, IRONWOOD OR THE IRONWOOD PROGRAM (i) SHALL BE BROUGHT EXCLUSIVELY IN A STATE OR FEDERAL COURT LOCATED WITHIN MAINE, EACH PARTY HEREBY IRREVOCABLY CONSENTING TO PERSONAL JURISDICTION OF SUCH COURTS WITHIN MAINE, AND (ii) MUST BE BROUGHT (IF AT ALL) NO MORE THAN ONE YEAR AFTER THE RESIDENT'S DEPARTURE FROM THE IRONWOOD PROGRAM.

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and no representation, statement or condition not contained in this Agreement shall have any force or effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns. This Agreement may be amended only in a written instrument signed by all parties hereto. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver. Whenever feasible, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law. If any provision hereof is held to be prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement.

This Agreement may be signed in counterparts. Once signed by Ironwood and the Parent/Legal Guardian, this Agreement shall become effective as of the Effective Date set forth below.

The Parent/Legal Guardian agrees that the Resident shall remain in the Program until the proposed completion date, or until an alternative date chosen to best serve the needs and welfare of the Resident. Notwithstanding the foregoing, the Parent/Legal Guardian also agrees that Ironwood may disenroll a resident in the event the Program is not able to meet the needs of the individual resident or the resident does not comply with the requirements of the Program, or a physician determines that the Ironwood Program ceases to be an appropriate placement for the Resident in light of the Resident's physical or mental condition.

Effective Date: _____

Parent/Legal Guardian

Date of Signature

Parent/Legal Guardian

Date of Signature

IRONWOOD LLC

By: _____
Name:
Ironwood Representative

Date of Signature