

Diamond Ranch Academy

Healing Families One Youth At A Time

ADMISSION AGREEMENT

Participant's Name: _____ ("Participant")

Social Security Number: _____ - _____ - _____

Birth Date: _____ Birth Place: (City): _____ (County): _____ (State): _____

Father/Guardian Name: _____

Birth Date: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Social Security Number: _____ - _____ - _____

Telephone: _____

Home: _____

Work: _____

Cell: _____

Mother/Guardian Name: _____

Birth Date: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Social Security Number: _____ - _____ - _____

Mother's Maiden Name: _____

Telephone: _____

Home: _____

Work: _____

Cell: _____

(Collectively, the "Sponsor")

DIAMOND RANCH ACADEMY, INC. ("Diamond Ranch Academy")
1500 East 2700 South
Hurricane, UT 84737

SECTION I PROGRAM & TERM

1.1 PROGRAM. By entering into this Admission Agreement ("Agreement") this _____ day of _____, Sponsor and Diamond Ranch Academy agree that the Participant shall be admitted into the Diamond Ranch Academy youth rehabilitation program ("Program"). The Program is a residential treatment center and educational program conducted in a ranch setting. In order to complete the Program, the Participant will have to fulfill the Program requirements established by Diamond Ranch Academy. Completion of the Program will be marked by the Participant's graduation.

1.2 TERM. The term ("Term" or "Program Term") of the Program shall commence upon the Participant's arrival at any of the Diamond Ranch Academy offices or facilities. The Term shall conclude at the time the Participant graduates from the Program. It is anticipated that graduation will occur within 300 calendar days of the Participant's commencement of the Program; however, the Term is determined by graduation, rather than by the number of days in the Program.

SECTION II SPONSOR

2.1 LEGAL CUSTODIAN: The Sponsor represents and warrants that the Sponsor (singly or collectively) is the parent or legal guardian of the Participant, and as such is the legal custodian of the Participant with the right and authority to admit the Participant into the Diamond Ranch Academy Program.

2.2 INDIVIDUAL SPONSOR AUTHORITY: If the Sponsor consists of more than one person, any of the persons constituting the Sponsor shall have the right individually to consult with and direct Diamond Ranch Academy in connection with the progress of the Participant. The Sponsor also warrants that Diamond Ranch Academy shall be entitled to rely on the representation or authorization of any one of the persons constituting the Sponsor with respect to the Participant. The Sponsor agrees to be forthright and truthful about all representations and information provided to the representative of Diamond Ranch Academy to insure the safety of all Participants.

SECTION III ADMISSION

3.1 ADMISSION TO THE PROGRAM: Upon execution of this Agreement, Diamond Ranch Academy agrees to accept the Participant into the Diamond Ranch Academy Program.

3.2 SPONSOR SUPPORT AND AFTER CARE: Sponsor understands and acknowledges that family support is essential for the success of the Diamond Ranch Academy Program. Sponsor agrees to support the Participant's activities in the Program, to complete any requested assignments, and to cooperate with the Diamond Ranch Academy personnel in working towards a successful completion of the Program by the Participant. While the Participant is in the Program, Sponsor agrees not to interfere with the staff or management of Diamond Ranch Academy in the performance of their duties. Sponsor's participation in the Program will be by invitation from Diamond Ranch Academy, and not at the Sponsor's own instance. Upon graduation from the Program, the Participant and Sponsor should work together to ensure the continuation of progress made by the Participant while in the Program. To this end, Diamond Ranch Academy personnel will assist the Participant and Sponsor in developing a personalized plan for After Care. This plan should be completed by the time the Participant graduates from the Program. It will be reduced to writing and signed by the Participant and the Sponsor. If, in the determination of Diamond Ranch Academy, the Participant and Sponsor have made reasonable efforts to fulfill the duties and obligations set forth in their After Care agreement, but notwithstanding those efforts, it becomes desirable to re-admit the Participant in the Program for further treatment, Diamond Ranch Academy will offer the first thirty (30) days of re-admission at no cost to the Sponsor, and will further offer the second thirty (30) days of a consecutive period of re-admission, at a rate of one-half of the Monthly Installment under Payment Option Two (as defined in **Section IV, 4.1 (2)** herein). If the cost of the Program has increased, since the Participant's initial admission into the Program, the cost of the second month of re-admission shall be one-half of the Monthly Installment rate (under Payment Option Two) in effect at the time of re-admission. In the event the Participant's re-admission continues for more than two months, the Sponsor will pay the full Monthly Installment amount then in effect under Payment Option Two, on a month-to-month basis in accordance with **Section IV, 4.1.4** herein. The re-admission of Participant, as well as the determination of the sufficiency of compliance with the After Care agreement, shall be at the sole discretion of Diamond Ranch Academy. If re-admission is permitted, the Sponsor shall sign a Re-admission Addendum to this Agreement.

3.3 COMPLETION OF THE PROGRAM - GRADUATION: **All Participants accepted for enrollment at Diamond Ranch Academy are accepted on the condition that they will complete the entire Program and graduate.** The Sponsor agrees that Participant shall continue in the Program, unless either party terminates this Agreement as outlined in Section V below.

SECTION IV FINANCIAL OBLIGATIONS

4.1 COST OF PROGRAM: The cost of the Program (hereinafter "Program Fee") is calculated on the basis of the **estimated** length of the Program Term - 300 days. The cost is determined by the manner of payment selected by the Sponsor. The selections (hereinafter "the Payment Options") available to the Sponsor for payment of the Program Fee are as follows:

- ☐ _____ (1). Single Installment Payment (Paid in Full at Time of Enrollment): \$46,350.00
(Initials) This sum consists of:
- | | |
|--------------------|---|
| \$ 950.00 | -Personal Packet Fee |
| \$ 500.00 | -Prepaid Medical & Misc. Expense Fee |
| <u>\$44,900.00</u> | -Balance of Program Fee |
| \$46,350.00 | <u>Total (Based on Estimated 300 days to graduation)</u> |
- ☐ _____ (2). Monthly Installment Payments with First and Last Months Paid Up Front:
(Initials) Sums paid up front:
- | | |
|--------------------|--|
| \$ 950.00 | -Personal Packet Fee |
| \$ 500.00 | -Prepaid Medical & Misc. Expense Fee |
| <u>\$ 9,900.00</u> | -First and Last Months' Installments (\$4,950.00 each) |
| \$11,350.00 | <u>Total Sums Paid Up Front</u> |
- Monthly Installments: \$ 4,950.00
- ☐ _____ (3). Other \$ _____
(Initials) This sum consists of: (Please refer to the attached Exhibit A)

- 4.1.1 Personal Packet Fee:** The Personal Packet Fee is a non-refundable fee that pays for the Participant's Personal Packet. The Personal Packet consists of clothing, bedding, personal hygiene supplies, and personal improvement materials.
- 4.1.2 Prepaid Medical & Misc. Expense Fee:** The Prepaid Medical & Misc. Expense Fee is paid as an advance toward any medical or other miscellaneous expenses to be incurred by the Participant, including, but not limited to, those described in Section VI of this Agreement. In the event medical or other miscellaneous expenses exceed the amount of the Prepaid Medical & Misc. Expense Fee, the Sponsor shall promptly pay such excess expenses within fifteen (15) days of notification thereof. Upon Participant's successful completion of the Program, or upon earlier termination, if any portion of the Prepaid Medical & Misc. Expense Fee remains unused, the said unused portion shall be refunded to the Sponsor. Diamond Ranch Academy shall not be required to hold the Prepaid Medical & Misc. Expense Fee in a special account, nor shall it be required to pay interest to the Sponsor on any portion of said Fee.
- 4.1.3 First and Last Months' Installments:** Under Payment Option Two above, the First and Last Months' Installments, together with the Personal Packet and Prepaid Medical & Misc. Expense Fees, totaling \$11,350.00, shall be paid by the Sponsor, in full, at the time of executing this Agreement. The terms and phrases "First Month's Installment," "Last Month's Installment" and "First and Last Months' Installments," shall refer to "calendar" months, as opposed to "actual" months in the Program. As an example, if a Participant enters the Program on January 15th, and his Term ends (i.e. he graduates) on precisely the estimated period of 300 days, on November 10th, the first and last "calendar" months in the Program are January and November, respectively; while his first and last "actual" months will be the first and last 30-day periods that he is actually in the Program.
- 4.1.3.1 Use of "First Month's Installment":** If the Participant's Term commences on the first day of a calendar month, the First Month's Installment in the amount of \$4,950.00 shall obviously apply toward, and satisfy, the first calendar month of the Program Term. If, however, the Participant's Term commences on a day other than the first day of the calendar month, a portion of the First Month's Installment shall be applied toward the next subsequent installment payment, as more specifically described in Section 4.1.4 hereinafter.
- 4.1.3.2 Use of Pre-paid "Last Month's Installment":** It is the intent of this Agreement that the "Last Month's Installment" component of the "First and Last Months' Installments" will be used to pay for the Participant's final calendar month, or portion thereof, of the Program Term. If the last calendar month of the Program Term (i.e. the month the Participant graduates) is a partial month, Diamond Ranch Academy shall, within 60 days of the conclusion of the Term, reimburse a portion of the pre-paid "Last Month's Installment" to the Sponsor, calculated as follows: The number of days remaining in the said calendar month after the conclusion of the Participant's Term, times a per diem of \$165.00. Any such reimbursement shall be offset, however, by any amounts owing by the Sponsor under this Agreement. In the event of early termination, or in the event of Sponsor's delinquency in making payments, Diamond Ranch Academy shall be entitled to use the said "Last Month's Installment" sums to satisfy the Sponsor's delinquency or to satisfy the liquidated damages obligation of the Sponsor, as set out in Section V, Paragraph 5.3, hereof.
- 4.1.4 Payment of Monthly Installments under Option Two:** Under Payment Option Two, Monthly Installment payments shall be made on the first day of each calendar month. Such Monthly Payments shall be sent to Diamond Ranch Academy at the following address and shall be deemed paid when received by the latter: **Diamond Ranch Academy, P.O. Box 1247, Draper, UT 84020.**

4.1.4.1 Amount of Monthly Installment Payments under Option Two: If the Participant's Term commences on the first day of a calendar month, the Monthly Installment Payments shall each be in the amount of \$4,950.00. If the Participant's Term commences on a day other than the first day of the calendar month, the Monthly Installment Payments shall be in the following amounts:

4.1.4.1.1 The installment payment due on the first day of the second calendar month shall be \$4,950.00, less an amount reflecting the number of days in the first calendar month that the Participant was not yet enrolled in the Program. The amount of the reduction shall be calculated by multiplying the number of days that the Participant was not enrolled during the first calendar month, times a per diem of \$165.00.

4.1.4.1.2 The remaining Monthly Installment Payments shall be in the amount of \$4,950.00 each.

4.1.5 Interest on Late Payments: Interest shall accrue on any late payment at the rate of 18% per annum. A payment shall be deemed late if not received by Diamond Ranch Academy on the date it is due.

4.1.6 Payment of Program Fee by Third Parties: The Sponsor bears full financial responsibility for all charges and expenses incurred, whether or not all or a portion of those charges or expenses are anticipated to be paid by a third party. The Sponsor is also responsible for the timely payment of all such expenses and charges incurred under this Agreement.

4.1.7 Credit Card Fees: In the event Sponsor uses a credit card to pay any of the charges or expenses incurred under this Agreement, Sponsor shall pay Diamond Ranch Academy a fee of 3% of the amount paid on the said credit card.

4.1.8 Costs to Complete the Program Beyond the Estimated 300 Day Period – Under Payment Option One: In the event the Participant does not graduate from the Program within the **estimated** 300 day period, the Sponsor shall make monthly installment payments for each additional month in the amount of \$4,950.00 until Program completion/graduation occurs. Said monthly installments shall be made in accordance with Section 4.1.4 above.

4.1.9 Early Completion/Graduation from the Program – Effect on Program Fee: It is possible for a Participant to complete the Program and graduate in less than the **estimated** period of 300 calendar days. However, such an early completion/graduation will be strictly and solely in the prerogative and discretion of Diamond Ranch Academy. In the event of an early completion/graduation, if the Sponsor has pre-paid all or a portion of the Program Fee, and has not yet used some portion thereof at the time of the early graduation, the Sponsor shall receive a refund of the unused Program Fees in accordance with the method of reimbursement set out below in Section 5.3. There shall be no liquidated damages assessment in the event of an early graduation.

4.2 TRANSPORTATION AND PERSONAL EXPENSES: In addition to the Program Fee, Sponsor agrees to pay for all costs and expenses of transportation of the Participant to and from the Diamond Ranch Academy facility, prior to admission, for home visits, and upon completion or termination of the Program. Sponsor agrees to pay for all costs and expenses of medical and hospital care, including, but not limited to, Doctor and medical provider fees, emergency care, lab fees, medication, dental fees, etc. Sponsor also agrees to pay the costs of any required personal items and any additional voluntary outings or activities in which the Participant chooses to participate.

4.3 DAMAGE TO AND LOSS OF PROPERTY: Sponsor agrees to pay any and all costs, including, but not limited to, full replacement and repair costs, of any property belonging to Diamond Ranch Academy, other Participants, or anyone else, which is damaged, defaced, stolen, or destroyed by the Participant while enrolled in the Diamond Ranch Academy Program. Diamond Ranch Academy agrees to use due diligence to protect the personal property of each Participant, to the extent such property is included on

the "Personal Property List" attached to this Agreement, within the reasonable expectation of its use. However, where damage or loss occurs to Participant's personal property, due to theft, negligence, accident, or other actions of the Participant or others, Sponsor hereby releases Diamond Ranch Academy of any liability or responsibility for any such loss or damage, and agrees to hold Diamond Ranch Academy harmless in connection therewith.

4.4 RUNAWAY EXPENSES: In the event that the Participant leaves, or attempts to leave, the Diamond Ranch Academy Program, Diamond Ranch Academy will use reasonable efforts to assist Sponsor in locating the Participant and in obtaining the safe return of the Participant to Diamond Ranch Academy. Diamond Ranch Academy assumes no responsibility for the health, safety, or actions of the Participant after having left the custody and control of Diamond Ranch Academy. An accounting of the expenses incurred by Diamond Ranch Academy, government agencies, or other parties, while assisting the Sponsor in obtaining the Participant's return will be maintained, and Sponsor will be responsible for all such costs and expenses incurred by Diamond Ranch Academy, government agencies, or other parties.

4.5 TEMPORARY VISITATION: Sponsor assumes full and complete responsibility for Participant during any period of Participant's absence from the Diamond Ranch Academy facility for purposes of temporary or off-site visits with Sponsor. During any such absence, Sponsor understands and agrees that there will be no reduction, suspension, waiver or alteration of the Program Fee. The responsibility assumed by Sponsor during such an absence shall include: responsibility for all actions taken by Participant; any cost, liability or expense arising from or related to Participant's transportation; personal expenses incurred by Participant; emergency or medical expenses incurred or deemed necessary for Participant; and responsibility for Participant's return to the Diamond Ranch Academy facility. In addition to assuming full and complete responsibility as set forth above, Sponsor expressly releases Diamond Ranch Academy from any and all responsibility to and for Participant during the period of Participant's absence from the Diamond Ranch Academy facility and further waives any claims or causes of action against Diamond Ranch Academy which relate to, arise out of, or occur during the period of Participant's absence from the Diamond Ranch Academy facility hereunder, including but not limited to Participant's transportation to and from the Diamond Ranch Academy facility.

4.6 DAMAGE OR INJURY TO PERSONS: While Participant is enrolled in the Diamond Ranch Academy Program or associated in any way therewith, Sponsor agrees to pay any and all costs, fees, expenses and charges arising from any act or conduct on the part of Sponsor and/or Participant that results in damage or injury to any person, and Sponsor further agrees to indemnify and hold Diamond Ranch Academy harmless of and from such act or conduct.

SECTION V TERMINATION

5.1 TERMINATION BY SPONSOR: The Sponsor has the right to withdraw the Participant from the Program at any time provided written notice is given five (5) days prior to withdrawal.

5.2 TERMINATION BY DIAMOND RANCH ACADEMY: Diamond Ranch Academy reserves the right to terminate this Agreement at any time due to illegal, uncontrollable, or dangerous actions by the Participant, unreported or previously unknown medical conditions, prior injuries, delinquency in payment obligations under this Agreement, interference or uncooperativeness on the part of the Sponsor, parent, guardian or other person, or for any other reason whatsoever as deemed reasonably necessary by Diamond Ranch Academy. At the sole discretion of Diamond Ranch Academy, the Participant may be invited to attend a subsequent program if the condition that caused the Participant's termination from Diamond Ranch Academy no longer exists.

5.3 LIQUIDATED DAMAGES: Sponsor understands and agrees that, in the event of a termination prior to completion of the Program (i.e. graduation) by either the Sponsor or Diamond Ranch Academy, the Sponsor shall pay to Diamond Ranch Academy a liquidated damages sum of \$4,000, within ten (10) days of the termination. If the Sponsor has pre-paid all or a portion of the Program Fee, and has not yet used some portion thereof at the time of termination, the Sponsor shall receive a refund of the unused Program

Fees, based on a per diem ¹ multiplied by the number of days remaining in the **estimated** 300 day period to complete the Program (i.e., the portion of said 300 day period that Participant will not be in the Program due to termination), less the liquidated damages sum (\$4,000.00), and less any unpaid fees, charges or expenses incurred by the Participant. Any unused portion of the Prepaid Medical & Misc. Expense Fee shall also be refunded to the Sponsor. The liquidated damages reflect the recognition that certain costs associated with making the program available to the Participant are incurred, whether or not the program is completed, including, but not limited to, such items as salaries, inventories, and other general operating expenses. Therefore, the Sponsor understands and agrees that the liquidated damages sum is a reasonable estimate of the losses Diamond Ranch Academy incurs with the early termination of the Participant.

SECTION VI CONSENT AND AUTHORIZATION

6.1 GENERAL RELEASE OF LIABILITY: The Sponsor understands that participation in the Diamond Ranch Academy Program relies on group participation by adolescents who have a history of aberrant, uncontrolled and sometimes dangerous behavior. Participation may also involve potentially dangerous and physically strenuous activities including, but not limited to, such activities as travel, exercising, swimming, fishing, boating, ropes courses, rafting, hiking, camping and other similar activities. The Sponsor hereby releases Diamond Ranch Academy, its officers, directors, employees or agents from any liability for injury, illness, death, loss, costs, or other damage to the Participant during participation or enrollment in the Diamond Ranch Academy Program. This release further extends to any injury, illness, death, loss, costs, or other damage to the Participant that may be attributable to, or in any way arise from, the Participant's own conduct, behavior or history of pre-existing conditions or dispositions.

6.2 MEDICAL TREATMENT: In the event of any injury, accident, illness, or other necessity, Sponsor hereby authorizes Diamond Ranch Academy to provide and obtain such medical care and services as may be needed, to include but not be limited to, physician, clinical, hospital, laboratory, surgical, anesthesia, or any other services or procedures that may be necessary for the well-being of the Participant. Sponsor agrees to pay and indemnify and hold Diamond Ranch Academy harmless from all costs and expenses incurred in connection with such medical care and services, in accordance with Section IV, above.

6.3 MEDICAL EXAMINATION AND DRUG SCREENING: Sponsor hereby consents to and authorizes Diamond Ranch Academy to administer to the Participant, upon enrollment and commencement in the Program, a routine physical examination. Further, upon enrollment and commencement in the Program, Sponsor authorizes Diamond Ranch Academy to conduct testing upon the Participant, including, but not limited to, testing for and in relation to HIV, STD, drugs and Pregnancy. Sponsor also authorizes any additional physical and medical examinations and testing upon the Participant while enrolled in the Program, as may be deemed necessary in the discretion of Diamond Ranch Academy. Sponsor consents to pay and indemnify and hold Diamond Ranch Academy harmless from all costs and expenses incurred in connection with such examinations and testing, in accordance with the provisions of Section IV, above.

6.4 PERSONAL SEARCH: Sponsor consents to and authorizes Diamond Ranch Academy to search personal effects and the person of the Participant, and to confiscate any and all items not included on the "Personal Property List" (attached), which items shall be deemed to be contraband. All confiscated items, except illegal contraband, shall be delivered to Sponsor, and the disposition of all contraband items, including resulting costs and expenses, shall be the sole responsibility of the Sponsor. Sponsor hereby releases Diamond Ranch Academy of any liability or responsibility for any loss or damage to such contraband items, and agrees to hold Diamond Ranch Academy harmless in connection therewith.

¹ This daily rate shall be calculated by dividing the Program Fee (Section IV 4.1) by the **estimated** length of the Program Term (300 days). Thus, under the Payment Options set out in Section IV 4.1 above, the per diem will be as follows:

Payment Option Number One: \$149.67

Payment Option Number Two: \$165.00

Under Payment Option Number Three, the per diem shall be calculated in the same manner, to-wit: The total Program Fee (whatever that amount may be) divided by the **estimated** length of the Program Term (300 days).

6.5 **GUIDANCE AND DISCIPLINE:** Sponsor authorizes Diamond Ranch Academy to guide and discipline the Participant as deemed reasonably prudent by Diamond Ranch Academy, for the duration of the Participant's enrollment at Diamond Ranch Academy. Additionally, Sponsor authorizes Diamond Ranch Academy to physically restrain the Participant should the Participant, in the judgment of Diamond Ranch Academy, become a danger to self, others, or property.

6.6 **PERSONAL RELEASE:** Sponsor agrees that Diamond Ranch Academy may video record, photograph, and/or audio record Sponsor and Participant and may use the same for educational, marketing, and/or public relations purposes. Under no condition will the identity of Sponsor or Participant be released in affiliation with these purposes without written permission from Sponsor, other than the use of the first name of Sponsor or Participant. Sponsor authorizes Diamond Ranch Academy to publish Participant's first name, grades and involvement with the Diamond Ranch Academy Program for the same purposes.

6.7 **TESTING:** Sponsor hereby authorizes Diamond Ranch Academy to test the Participant with social, psychological, academic or medical tests and have them interpreted. Tests and interpretations become the property of Diamond Ranch Academy.

6.8 **TRANSPORT CUSTODY:** Sponsor hereby authorizes Diamond Ranch Academy to transport the Participant for any and all purposes deemed necessary by Diamond Ranch Academy and by whatever medium of transportation chosen by Diamond Ranch Academy. Sponsor also authorizes Diamond Ranch Academy to transport the Participant over any state lines.

SECTION VII. CONFIDENTIALITY AGREEMENT

7.1 In the course of Participant's and Sponsor's relationship with the Diamond Ranch Academy and involvement with its Program, they may come into possession of certain of Diamond Ranch Academy's Confidential Information. Participant and Sponsor acknowledge that such Confidential Information is deserving of protection from non-disclosure. Therefore, Participant and Sponsor agree as follows:

7.2 **Non-Disclosure.** Participant and Sponsor agree to use their best efforts and exercise the utmost diligence to protect, safeguard, and otherwise hold in the strictest confidence, and not to use, except for the benefit of Diamond Ranch Academy, or to disclose to any person, firm, corporation, entity, or enterprise without the prior written consent of an authorized Diamond Ranch Academy official, any Confidential Information of Diamond Ranch Academy. Participant and Sponsor hereby acknowledge and affirm that Diamond Ranch Academy's Confidential Information derives independent economic value, whether actual or potential, to Diamond Ranch Academy from not being generally known, in the public domain, or readily ascertainable by others who would obtain economic value from its use.

7.3 **Confidential Information Defined.** As used in this Agreement, the term "Confidential Information" means any Diamond Ranch Academy proprietary information, technical data, trade secrets or know-how, including, but not limited to: research and development; product plans; products and services, or any components thereof; customer lists and customer specific information; all material that is capable of being copyrighted or trademarked by Diamond Ranch Academy; intellectual property rights; marketing plans or projections and any data related thereto; business plans and projections and any data related thereto; vendor or supplier specific information, including but not limited to the cost or prices at which Diamond Ranch Academy obtains its supplies; financial information or measures; details of Individual contracts; new personnel hiring plans; business acquisition or merger plans; processes; methods; scientific studies; details of training methods; merchandising or sales techniques; contracts and licenses; structures; software; developments; discoveries; inventions; improvements; processes; technology; databases; designs; drawings; computer programs; data; or other information owned, developed, or possessed by Diamond Ranch Academy, which is disclosed to Participant or Sponsor by Diamond Ranch Academy either directly or indirectly in writing, orally, by observation, or otherwise as a result of Participant's or Sponsor's business relationship with Diamond Ranch Academy.

7.4 Attorney Fees. Participant and Sponsor shall pay all costs and expenses, including reasonable attorney fees, incurred by Diamond Ranch Academy in enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

SECTION VIII MISCELLANEOUS

8.1 SCHOOL TRANSCRIPTS: Diamond Ranch Academy reserves the right to withhold school transcripts of the Participant pending full payment by Sponsor of any and all fees, costs and other expenses associated with the Program, including, but not limited to, medical expenses.

8.2 E-Mail Communication: Diamond Ranch Academy may, from time to time and in its sole discretion, provide e-mail services to Participants to allow them to communicate with their Sponsors. In the event Sponsor becomes delinquent in the payment of any of the fees, costs or other expenses associated with the Program, including, but not limited to, medical expenses, such e-mail services will be withdrawn.

8.3 MEDICATIONS: If a Participant requires prescription medication while enrolled at Diamond Ranch Academy, and the Sponsor chooses to provide such medication, the Sponsor shall do so in one of the manners set forth in Subsections 8.3.1 and 8.3.2. If the Sponsor provides medication for the Participant's use, the Sponsor shall make all arrangements for the purchase thereof, and shall pay all costs associated therewith, directly to the provider of such medication.

8.3.1 THIRTY (30)-DAY SUPPLY: The Sponsor may provide the medication to Diamond Ranch Academy in a quantity sufficient to satisfy the Participant's needs for a thirty (30) day period. If the Sponsor elects to do so, the prescription should be renewed as needed and a thirty-day supply kept on hand at Diamond Ranch Academy; or

8.3.2 LOCAL PHARMACIST: The Sponsor may order the medication from a local pharmacist. If the Sponsor chooses this manner of providing the medication to Diamond Ranch Academy, the latter will pick up the medication provided it is ordered from the following pharmacy, which is located in Hurricane, Utah, and is convenient to Diamond Ranch Academy:

Zion Drug, Inc.
72 South 700 West
Hurricane, UT 84737
(435) 644-2253 (Billing)
(435) 635-4456 (Pharmacy)
(435) 418-7744 (Fax)

8.4 DISCLAIMER: Sponsor acknowledges and understands that Diamond Ranch Academy has made no representations or warranties with respect to the results that may be achieved from the Participant's admission to the Diamond Ranch Academy Program. The complex makeup of each individual person combined with the extremely complex interpersonal relationships in a family make it impossible to predict or to guarantee any specific results from the Diamond Ranch Academy Program.

8.5 NON-DISCRIMINATION: Diamond Ranch Academy does not discriminate on the basis of race, creed, sex, color, or religious affiliation. All potential participants are admitted provided they are in good physical health and are not in the state of mind to place themselves or others in danger or otherwise at risk. Diamond Ranch Academy does not accept minors without parental consent.

8.6 NO WAIVER: Failure of either party to enforce any term or provision of the Agreement shall not constitute or be construed as a waiver of such term or provision or the right to enforce it. If any provision of the Agreement is construed to be overbroad as written, the remaining provisions shall remain enforceable according to applicable law.

8.7 ENTIRE AGREEMENT: All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this document to be the final and exclusive expression of their agreement. This agreement may not be modified, amended or revoked unless by a writing signed by all the parties hereto.

8.8 JURISDICTION, VENUE AND GOVERNING LAW: The provisions of this Agreement shall be governed by the laws of the State of Utah. Sponsor agrees to be subject to the exclusive jurisdiction of the courts of the State of Utah, with venue in Washington County, Utah, in case of any dispute between the parties arising from or relating to this Agreement.

8.9 ATTORNEY'S FEES AND COSTS: Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

8.10 NOTICE: All notices or communications to be given under this agreement shall be given in writing and shall be deemed given when deposited in the mail to the last known address of the party entitled to receive notice, postage prepaid, registered or certified.

8.11 TIME: Time is of the essence in performance of any obligation hereunder.

8.12 BINDING EFFECT: This agreement shall apply to, inure to the benefit of and bind all parties hereto, their assigns, heirs, personal representatives and other successors.

8.13 COVENANTS AND CONDITIONS: All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

8.14 COUNTERPARTS: This agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one instrument.

8.15 EXCUSABLE DELAYS: Any delays incident to strikes, riots, acts of God or public enemies beyond the reasonable control of the parties shall not be defaults hereunder.

8.16 SECTION HEADINGS: The section and other headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.

8.17 INTEGRATION: The following forms are exhibits to this packet: Confidential Information and Records Release, Emergency Medical Release, Personal Property List, Personal and Family Profile, and Participant's Rights, Responsibilities and Limitations, After Care, Insurance Information and Authorization, Other:

Sponsor hereby acknowledges that this Agreement has been read in its entirety, and that Sponsor understands and agrees to its provisions.

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

Sponsor (Father/Guardian) Signature

Date

Sponsor (Mother/Guardian) Signature

Date

Diamond Ranch Academy
Authorized Representative Signature

Date

CONFIDENTIAL INFORMATION AND RECORDS RELEASE

Participant's Name: _____ Social Security Number: ____-____-____

Father/Guardian Name: _____ Mother/Guardian Name: _____

We, the undersigned Parent/Guardian of the Participant, hereby consent to release information and records, as categorized below, to Diamond Ranch Academy, Inc. ("Diamond Ranch Academy"). We also authorize Diamond Ranch Academy to conduct any communications necessary (written or oral) in conjunction with the information and records requested. Diamond Ranch Academy is hereby released from all legal liability that may arise from the release of the information requested.

INFORMATION OR RECORDS REQUESTED

Educational School Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Special Education¹ Department of Special Education: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Medical and Dental Family Physician: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Therapeutic Therapist Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Psychiatric/Psychological Psychiatrist/Psychologist Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Insurance Insurance Company: _____
Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____

Other: _____

Sponsor (Father/Guardian) Signature

Date

Sponsor (Mother/Guardian) Signature

Date

¹ For Participants with an IEP or Section 504, the information requested under this title: "Special Education", may be obtained by calling your local school district office.

EMERGENCY MEDICAL RELEASE

Participant's Name: _____

Social Security Number: ____-____-____

Father/Guardian Name: _____

Mother/Guardian Name: _____

We, the undersigned Parent/Guardian of the Participant, hereby consent to any necessary emergency medical examination and treatment that may be needed for the preservation of the health and welfare of the Participant. Such examination and treatment shall be given upon the advice of a licensed medical doctor. It is understood that Parent/Guardian is responsible for all medical costs associated with routine or emergency examinations and treatments of the Participant (including ambulance or paramedics), as deemed necessary by Diamond Ranch Academy Academy, Inc. ("Diamond Ranch Academy").

Consent is given to Diamond Ranch Academy to dispense, with discretion, aspirin, aspirin substitutes (e.g., Tylenol, Advil, etc.) and other over-the-counter medications to the Participant as deemed necessary by Diamond Ranch Academy with the following medications exceptions:

It is understood that this consent is given in advance of any specific examination or treatment being required, but is given to encourage Diamond Ranch Academy staff to exercise their best judgment as to the requirements of such examination and treatment. This consent shall remain in effect until the Participant is discharged from Diamond Ranch Academy unless earlier revoked in writing and delivered to Diamond Ranch Academy.

Sponsor (Father/Guardian) Signature

Date

Sponsor (Mother/Guardian) Signature

Date

PERSONAL PROPERTY LIST

Participant's Name: _____ Social Security Number: ____-____-_____

Upon admission to the Diamond Ranch Academy Program, please provide the following items:

CLOTHING

- ☐ 1 Winter coat
- ☐ 1 Two pair supportive tennis shoes

TOILETRIES

- ☐ 1 Electric razor

OTHER ITEMS

- ☐ Eye glasses (if applicable)
- Scriptures or religious book of choice (optional)
- Prescribed Medication (if applicable). **All prescribed medication must be sent in "bubble wrapped" containers only**

Do not pack expensive or sentimental items. Diamond Ranch Academy does not assume responsibility for any lost, damaged or stolen items, and Sponsor hereby releases Diamond Ranch Academy of any liability or responsibility for any such loss, theft or damage, and agrees to hold Diamond Ranch Academy harmless in connection therewith. Do not send sharp objects, pictures, cologne, body sprays, perfumes, lotions, or make-up. Diamond Ranch Academy will provide the following items for each Participant's use throughout the Program Term: clothing, bedding, and personal hygiene items (i.e. shampoo, conditioner, lotion, deodorant, toothbrush, soap, feminine hygiene items. Sponsor is responsible for the cost of all medications throughout the Program Term.

PERSONAL AND FAMILY PROFILE

Participant's Name: _____ Social Security Number: _____-_____-_____

I. PERSONAL PROFILE

A. EDUCATION

Grade in School: _____

Average Grades: _____

Favorite Subjects: _____

Describe Attitudes toward school: _____

School Counselor Information:

Name: _____ School: _____

Address: _____ Telephone: _____

Special Education:

Has the Participant ever been assessed for special education related services? ☐ Yes ☐ No

Has the Participant ever been diagnosed for ADD/ADHD? ☐ Yes ☐ No

B. PHYSICAL HEALTH & MEDICAL HISTORY

Family Physician: _____ Phone Number: _____

Address: _____ City, State, Zip: _____

Is the Participant currently taking any prescribed or over-the-counter medications? ☐ Yes ☐ No

MEDICATION	DOSAGE (MG/DAY)	DATE BEGAN	REASON FOR TAKING
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Does the Participant have any medication, food, insect (e.g. bee stings) or environmental allergies?

☐ Yes ☐ No

If Yes, list allergy and usual treatment: _____

Medical History (Please check the appropriate boxes)

Asthma or shortness of breath	☐ Yes ☐ No	Frequent or Migraine headaches	☐ Yes ☐ No
Birthmarks, tattoos, body piercing	☐ Yes ☐ No	High/Low blood pressure	☐ Yes ☐ No
Bloody Noses	☐ Yes ☐ No	Obesity	☐ Yes ☐ No
Bulimia/Anorexia	☐ Yes ☐ No	Orthodontics or retainer	☐ Yes ☐ No
Chest Pain/heart problems	☐ Yes ☐ No	Pain in back, knees, joints, neck	☐ Yes ☐ No
Coughing	☐ Yes ☐ No	Seizures, convulsions	☐ Yes ☐ No
Diabetes/Hypoglycemia	☐ Yes ☐ No	Skin sores or rashes	☐ Yes ☐ No
Diarrhea/Constipation	☐ Yes ☐ No	Special Diet	☐ Yes ☐ No
Dizziness or fainting Spells	☐ Yes ☐ No	Stomach aches, indigestion	☐ Yes ☐ No
Ear Pain or hearing problems	☐ Yes ☐ No	Surgeries or illnesses	☐ Yes ☐ No
Eye glasses/contact lenses	☐ Yes ☐ No	Unexplained weight gain/loss	☐ Yes ☐ No

If Yes, list date, doctor name, hospital and explanation: _____

FEMALE PARTICIPANTS ONLY:

Approximate date of last Pap test: _____

Pregnancy ☐ Yes ☐ No

Painful or heavy menstruation ☐ Yes ☐ No

If Yes, please explain: _____

IMMUNIZATIONS

(Please indicate date last received)

Primary childhood immunization received? ☐ Yes ☐ No

City and State where immunizations received: _____

Diphtheria-Tetanus-Pertussis (DPT) – last of series: Month: _____ Year: _____

Measles-Mumps-Rubella (MMR) – last of series: Month: _____ Year: _____

Polio (OPV/IPV) – last of series: Month: _____ Year: _____

TB Test Month: _____ Year: _____

Other (HepB) Month: _____ Year: _____

(Please attach a copy of record)

**C. MENTAL, EMOTIONAL AND BEHAVIORAL HISTORY
(COUNSELING, HOSPITALIZATION, RESIDENTIAL TREATMENT CENTER)**

☐ Adolescent ☐ Parents/Family

Agency Name: _____

Address: _____

City, State, Zip: _____

Reason for Attending: _____

Counselor Name: _____

Phone Number: _____

Dates Attended: _____

Outcome: _____

☐ Adolescent ☐ Parents/Family

Agency Name: _____

Address: _____

City, State, Zip: _____

Reason for Attending: _____

Counselor Name: _____

Phone Number: _____

Dates Attended: _____

Outcome: _____

☐ Adolescent ☐ Parents/Family

Agency Name: _____

Address: _____

City, State, Zip: _____

Reason for Attending: _____

Counselor Name: _____

Phone Number: _____

Dates Attended: _____

Outcome: _____

☐ Adolescent ☐ Parents/Family

Agency Name: _____

Address: _____

City, State, Zip: _____

Reason for Attending: _____

Counselor Name: _____

Phone Number: _____

Dates Attended: _____

Outcome: _____

D. BEHAVIORAL BACKGROUND

1. SUBSTANCE ABUSE

	NEVER	EXPERIMENT	MONTHLY	WEEKLY	DAILY	LENGTH OF USE
Alcohol	☐	☐	☐	☐	☐	_____
Amphetamine (Speed, Crystal)	☐	☐	☐	☐	☐	_____
Cannabis (Marijuana)	☐	☐	☐	☐	☐	_____
Cocaine	☐	☐	☐	☐	☐	_____
Hallucinogens (LSD, Mushrooms)	☐	☐	☐	☐	☐	_____
Inhalants (gas, glue)	☐	☐	☐	☐	☐	_____
Opiates (Derion, Demerol)	☐	☐	☐	☐	☐	_____
PCP (angel dust)	☐	☐	☐	☐	☐	_____
Sedatives (sleeping pills)	☐	☐	☐	☐	☐	_____
Tobacco	☐	☐	☐	☐	☐	_____
Over the Counter Drugs	☐	☐	☐	☐	☐	_____
Other: _____	☐	☐	☐	☐	☐	_____

Is the use of alcohol ☐, tobacco ☐, or other substances ☐ considered acceptable behavior in the home?
If yes, please explain: _____

2. ILLEGAL ACTIVITY

	NO. OF TIMES	DATE OF LAST OCCURRENCE	DESCRIBE THE CIRCUMSTANCES
Assault	_____	_____	_____
Curfew violation	_____	_____	_____
Truancy	_____	_____	_____
Possession of Tobacco	_____	_____	_____
Possession of Alcohol	_____	_____	_____
Possession of Drugs	_____	_____	_____
Sale of Drugs	_____	_____	_____
Runaway	_____	_____	_____
Shoplifting	_____	_____	_____
Robbery/Burglary	_____	_____	_____
Grand Theft Auto	_____	_____	_____
Destruction of Property	_____	_____	_____
Sex Offense	_____	_____	_____
Other: _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. OTHER INAPPROPRIATE ACTIVITIES

	NEVER	EXPERIMENT	MONTHLY	WEEKLY	DAILY	COMMENTS
Abuse of another person	☐	☐	☐	☐	☐	_____
Gang-related activity	☐	☐	☐	☐	☐	_____
High risk or dangerous activities	☐	☐	☐	☐	☐	_____
Fighting/Bullying	☐	☐	☐	☐	☐	_____
Occult-related activity	☐	☐	☐	☐	☐	_____
Runaway from home	☐	☐	☐	☐	☐	_____
Self mutilation	☐	☐	☐	☐	☐	_____
Sexual activity	☐	☐	☐	☐	☐	_____
Other: _____	☐	☐	☐	☐	☐	_____

4. SUICIDAL TENDENCIES

	NO. OF TIMES	DATE OF LAST OCCURRENCE	COMMENTS
Talked about	_____	_____	_____
Planned	_____	_____	_____
Attempted	_____	_____	_____

5. EMOTIONAL BEHAVIORS

	HIGH	MEDIUM	LOW	COMMENTS
Anger	☐	☐	☐	
Fear	☐	☐	☐	
Guilt	☐	☐	☐	
Trust	☐	☐	☐	
Frustration	☐	☐	☐	
Tolerance	☐	☐	☐	
Happy	☐	☐	☐	
Depression	☐	☐	☐	
Self-esteem	☐	☐	☐	

E. OTHER

Close Friends or Relatives of the Participant (other than Parents)

Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____

II. FAMILY PROFILE**A. PARENTS**

	NAME	AGE	DIVORCED?	REMARIED?	BORN (1 ST) CHILD OF (4) SIBLINGS	LIVES WITH CHILD?
Mother	_____	___	☐ Y ☐ N	☐ Y ☐ N	___ of ___	☐ Y ☐ N
Father	_____	___	☐ Y ☐ N	☐ Y ☐ N	___ of ___	☐ Y ☐ N
Step-Mother	_____	___	☐ Y ☐ N	☐ Y ☐ N	___ of ___	☐ Y ☐ N
Step-Father	_____	___	☐ Y ☐ N	☐ Y ☐ N	___ of ___	☐ Y ☐ N

Relatives of parents with behavioral/mental disorders, alcoholics?

☐ Mother ☐ Father

Describe: _____

How would the marital relationship be described?

☐ Hostile ☐ Neutral ☐ Good

Relationship between divorced parents?

☐ Hostile ☐ Neutral ☐ Good**B. SIBLINGS**

SIBLING NAME (IN BIRTH ORDER)	AGE	GENDER	STEP-SIBLING	LIVES AT HOME?	EDUCATION LEVEL
1 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
2 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
3 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
4 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
5 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
6 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
7 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____
8 _____	___	☐ M ☐ F	☐ Y ☐ N	☐ Y ☐ N	_____

C. FAMILY RELATIONS

What best describes the Participant's relationship with each family member?

	HOSTILE	EVASIVE	NEUTRAL	RESERVED	LOVING	COMMENTS
Mother	☐	☐	☐	☐	☐	_____
Father	☐	☐	☐	☐	☐	_____
Step-Mother	☐	☐	☐	☐	☐	_____
Step-Father	☐	☐	☐	☐	☐	_____
Sibling 1	☐	☐	☐	☐	☐	_____
Sibling 2	☐	☐	☐	☐	☐	_____
Sibling 3	☐	☐	☐	☐	☐	_____
Sibling 4	☐	☐	☐	☐	☐	_____
Sibling 5	☐	☐	☐	☐	☐	_____
Sibling 6	☐	☐	☐	☐	☐	_____
Sibling 7	☐	☐	☐	☐	☐	_____
Sibling 8	☐	☐	☐	☐	☐	_____

D. SPIRITUAL ORIENTATION

Do the parents or family participate in religious activities? ☐ Yes ☐ No

If Yes, answer the following questions:

Is the child expected to participate? ☐ Yes ☐ No

Which faith or denomination do you participate in? _____

Do you wish the child to participate in any religious services or instruction while at Diamond Ranch Academy? ☐ Yes ☐ No

Describe your child's church attendance: ☐ Minimal ☐ Moderate ☐ High

Describe your child's prayer habits: ☐ Minimal ☐ Moderate ☐ High

Describe your child's spiritual reading: ☐ Minimal ☐ Moderate ☐ High

Describe your child's compliance with religious expectations

(i.e., 10 commandments, dietary laws, etc.): ☐ Minimal ☐ Moderate ☐ High

Describe your child's attitude toward Deity/God: ☐ Minimal ☐ Moderate ☐ High

Describe your child's attitude toward Clergy: ☐ Minimal ☐ Moderate ☐ High

PARTICIPANT'S RIGHTS, RESPONSIBILITIES AND LIMITATIONS

Participant's Name: _____ Social Security Number: ____-____-_____

Father/Guardian Name: _____ Mother/Guardian Name: _____

Diamond Ranch Academy Academy, Inc. ("Diamond Ranch Academy"), does not discriminate on the basis of race, creed, sex, color, or religious affiliation. All potential participants are given due consideration, provided they are in good physical health and are not in the state of mind to place themselves or others in danger or otherwise at risk. Diamond Ranch Academy does not accept minors without parental consent.

Participant will be required to follow the rules of the Program and obey the Diamond Ranch Academy Staff. He/She will be expected to participate in the Program and to interact with others in appropriate ways. He/She will be expected to remain, at all times, at the Diamond Ranch Academy Facilities, or at such other places as may be specifically authorized by Diamond Ranch Academy Staff.

Participant's Signature Date

Sponsor (Father/Guardian) Signature Date

Sponsor (Mother/Guardian) Signature Date

Diamond Ranch Academy
Authorized Representative Signature Date

AFTER CARE

This Agreement is entered into this _____ day of _____, 20__, by and between
_____ ("Participant") and _____ ("Sponsor").

Participant

Date

Sponsor

Date

Sponsor

Date

INSURANCE INFORMATION AND AUTHORIZATION

Participant's Name: _____ Social Security Number: ____-____-____

Father/Guardian Name: _____ Mother/Guardian Name: _____

Insurance Information (Attach a copy of Insurance Card(s) below):

Insurance Company (Information needed for billing purposes):

Company Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____
Fax Number: _____
Case Manager: _____

Insured:

Name: _____
Address: _____
City, State, Zip: _____
Phone Number: _____
Fax Number: _____
Insured's Social Security Number: ____-____-____
Insured's Date of Birth: ____-____-____

Policy:

Group Number: _____
Policy Number: _____
Residential Treatment Benefit: ☐ Yes ☐ No

We, the undersigned Parent/Guardian of the Participant and/or Insured under the afore-described Policy of Insurance, hereby request that Diamond Ranch Academy, Inc. ("Diamond Ranch Academy") contact the above Insurance Company to assist us in obtaining coverage for Participant's enrollment in the Diamond Ranch Academy Program: ☐ Yes ☐ No

(If Yes, please fill out the rest of this form)

We hereby consent to release insurance information and records to Diamond Ranch Academy, and we further authorize Diamond Ranch Academy to exchange information and records concerning the Participant with the Insurance Company, and as needed in order to process the claim. We also authorize Diamond Ranch Academy to conduct any communications necessary (written or oral) in conjunction with the information and records requested. Diamond Ranch Academy is hereby released from all legal liability that may arise from the release of any information in connection with the insurance process.

We further understand and acknowledge that this authorization does not impose any duty or obligation upon Diamond Ranch Academy in connection with obtaining insurance coverage or payment toward the Participant's Program Fee, or any other expenses, costs or fees incurred by the Participant. Rather, the obligation remains with us, exclusively, for the payment of the Program Fee, as well as for the pursuance

of insurance coverage, or other third party coverage. We hereby release Diamond Ranch Academy from any and all liability in connection with or arising from the pursuance of payment from third parties, including insurance coverage and payments.

Sponsor (Father/Guardian) Signature

Date

Sponsor (Mother/Guardian) Signature

Date

Insured (if other than Parent/Guardian) Signature

Date

Insured (if other than Parent/Guardian) Signature

Date

SPECIAL FINANCING ADDENDUM

This ADDENDUM ("Addendum") dated as of _____, 200_, modifies, supplements and is made a part of the printed provisions of the Admission Agreement ("Agreement") dated _____, 200_, between DIAMOND RANCH ACADEMY, INC. ("Diamond Ranch Academy"), and _____ ("Sponsor"). In the event of any inconsistency or contradiction between this Addendum and the Agreement, the terms and provisions of the Addendum shall prevail and be interpreted in such a manner as to override any provision of the Agreement which would prevent the spirit and letter of the terms and provisions of this Addendum from being given full force and effect. All defined terms not specifically defined in this Addendum shall be given the same meaning as the defined terms in the Agreement:

1. The following is added to the First Payment Option of Section 4.1:

Diamond Ranch Academy agrees to defer the payment obligation under Payment Option Number One for a period of 30 days from the date of this Addendum in order to allow Sponsor to obtain financing from a third party. In the event that Sponsor does not pay the Program Fee within said 30 days, Sponsor shall be obligated to pay the Program Fee specified under Payment Option Number Two, including the amount required under said Payment Option and according to the the terms thereof. The payments under Payment Option Number Two shall commence within the same 30 day period, and Sponsor's first payment within that 30 day period shall be sufficient to bring Sponsor current under the provisions pertaining to Payment Option Number Two (Section 4.1)

Except as specifically provided in the foregoing paragraph, all terms and conditions of the Agreement shall remain in full force and effect.

Sponsor (Father/Guardian) Signature

Date

Sponsor (Mother/Guardian) Signature

Date

Diamond Ranch Academy
Authorized Representative Signature

Date

DIAMOND RANCH ACADEMY PERMANENT RECORD

Student's Last Name First Middle Male ☐ Female ☐

Permanent Address: **Birth Place:** **Telephone:**

STREET ADDRESS (No P.O. Box) CITY ()

CITY STATE

STATE ZIP DATE (mm/dd/yyyy) STUDENT'S RELIGION

PARENT/GUARDIAN INFORMATION

Father: **Mother:** **LEGAL GUARDIAN (if different from above)**

LAST NAME LAST NAME LAST NAME

FIRST FIRST FIRST

MIDDLE MIDDLE MIDDLE

MAIDEN

Permanent Address:

STREET ADDRESS (No P.O. Box) STREET ADDRESS (No P.O. Box) STREET ADDRESS (No P.O. Box)

CITY CITY CITY

STATE ZIP STATE ZIP STATE ZIP

Telephone:

() () ()

HOME HOME HOME

() () ()

WORK WORK WORK

Marriage Information: **Divorce Information** **If Parents are Deceased:**

DATE (MM/DD/YYYY) DATE (MM/DD/YYYY) DATE (MM/DD/YYYY)

CITY/STATE CITY/STATE CITY/STATE

CAUSE OF DEATH

Sibling Information

LAST NAME	FIRST	M.I.	DATE OF BIRTH (MM/DD/YYYY)
LAST NAME	FIRST	M.I.	DATE OF BIRTH (MM/DD/YYYY)
LAST NAME	FIRST	M.I.	DATE OF BIRTH (MM/DD/YYYY)
LAST NAME	FIRST	M.I.	DATE OF BIRTH (MM/DD/YYYY)
LAST NAME	FIRST	M.I.	DATE OF BIRTH (MM/DD/YYYY)

Person Who Placed Student in Diamond Ranch Academy:

LAST NAME	FIRST	MIDDLE
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Permanent Address:	Telephone:	Admission/Discharge Information
---------------------------	-------------------	--

STREET ADDRESS (No. P.O. Box)	HOME	ADMISSION DATE (mm/dd/yyyy)
CITY	WORK	IDENTIFICATION NO.
STATE	ZIP	

Person to Whom Student was Discharged::

LAST NAME	FIRST	MIDDLE
-----------	-------	--------

Permanent Address:	Telephone:	Admission/Discharge Information
---------------------------	-------------------	--

STREET ADDRESS (No. P.O. Box)	HOME	ADMISSION DATE (mm/dd/yyyy)
CITY	WORK	IDENTIFICATION NO.
STATE	ZIP	

TO:

FROM:

SECTION I - IDENTIFYING DATA

Notice is given of intent to place - Name of Child:			Ethnicity: Hispanic Origin: ☐ Yes ☐ No ☐ Unable to determine/unknown	
Social Security Number:		ICWA Eligible ☐ Yes ☐ No	Race: ☐ American Indian or Alaskan Native ☐ Asian ☐ Native Hawaiian/ Other Pacific Islander ☐ Black or African American ☐ White	
Sex:	Date of Birth	Title IV-E determination ☐ Yes ☐ No ☐ Pending		
Name of Mother:			Name of Father:	
Name of Agency or Person Responsible for Planning for Child:				Phone:
Address:				
Name of Agency or Person Financially Responsible for Child:				Phone:
Address:				

SECTION II - PLACEMENT INFORMATION

Name of Person(s) or Facility Child is to be placed with:		Soc Sec # (optional): Soc Sec # (optional):	
Address:		Phone:	
Type of Care Requested: ☐ Foster Family Home ☐ Group Home Care ☐ Child Caring Institution		☐ Residential Treatment Center ☐ Institutional Care-Article VI, Adjudicated Delinquent ☐ Parent ☐ Relative (Not Parent) Relationship: _____ ☐ Other: _____	
☐ Sending Agency Custody/Guardianship ☐ Parent Relative Custody/Guardianship ☐ Court Jurisdiction Only		☐ ADOPTION ☐ IV-E Subsidy ☐ Non IV-E Subsidy To Be Finalized In: ☐ Sending State ☐ Receiving State	
Current Legal Status of Child: ☐ Protective Supervision ☐ Parental Rights Terminated-Right to Place for Adoption ☐ Unaccompanied Refugee Minor ☐ Other: _____			

SECTION III - SERVICES REQUESTED

Initial Report Requested (if applicable): ☐ Parent Home Study ☐ Relative Home Study ☐ Adoptive Home Study ☐ Foster Home Study	Supervisory Services Requested: ☐ Request Receiving State to Arrange Supervision ☐ Another Agency Agreed to Supervise ☐ Sending Agency to Supervise	Supervisory Reports Requested: ☐ Quarterly ☐ Semi-Annually ☐ Upon Request ☐ Other:
--	--	---

Name and Address of Supervising Agency in Receiving State:

Enclosed: ☐ Child's Social History ☐ Court Order ☐ Financial/Medical Plan ☐ Other Enclosures
☐ Home Study of Placement Resource ☐ ICWA Enclosure ☐ IV-E Eligibility Documentation

Signature of Sending Agency or Person:

Date:

Signature of Sending State Compact Administrator, Deputy or Alternate:

Date:

SECTION IV - ACTION BY RECEIVING STATE PURSUANT TO ARTICLE III(d) of ICPC
☐ Placement may be made ☐ Placement shall not be made
REMARKS:

Signature of Receiving State Compact Administrator, Deputy or Alternate:

Date:

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

Diamond Ranch Academy

Healing Families One Youth At A Time

STUDENT BIOGRAPHY

(Please write a brief history of your child. This information will go in his/her file for our therapists to review.)

FINAL CHECKLIST

- ☐ Admissions Agreement is signed (please check each page of the Agreement and make sure all areas are completed and that pages are initialed)
- ☐ Recent photo attached
- ☐ Student biography filled out and attached
- ☐ Copy of insurance cards and information attached
- ☐ Childhood immunization records are attached
- ☐ IMPORTANT - Interstate compact is signed under "signature of sending agency or person"
- ☐ Copy of school transcripts attached
- ☐ Picture ID is attached
- ☐ Payment/financial agreement arranged