

Enrollment Agreement

This Enrollment Agreement, by and between Turning Point Behavioral Academy (hereinafter known as "The Ranch") and _____ and _____ (hereinafter "Guardians"), is made in consideration of the contractual agreements between the parties set forth below, which stipulate the following mutual covenants and promises:

1. GUARDIANS The Guardians attest that they are the legal guardians, having both physical and legal custody of _____ (hereinafter "The Boy,") whose date of birth is _____ (month) _____ (day), 20____ (year) and is being enrolled into The Ranch. The Guardians express their desire to complete a contract for enrollment of The Boy into the **Turning Point Behavioral Academy Program**. Guardians give their approval and consent for The Boy to participate in all activities and programs of The Ranch, including, but not limited to, transportation, community and/or service projects, treatment programs, activities on and off grounds, and/or intervention when deemed necessary by Ranch Staff, unless excluded by Law.

3. CONTRACT PERIOD This Agreement is a full twelve (12) month agreement. The date of enrollment is _____ (month) _____ (day), 20____ (year). If The Boy is admitted into the Program on any day other than the first (1st) day of the month, the contract period will begin with a prorated daily rate for the first incomplete month, then transition to a full monthly rate on the first (1st) day of the first (1st) full month. (See Financial Requirements). While the contractual agreement period is for twelve (12) months, The Guardians should understand that the Program time allotment time can vary between boys, based on The Boy's maturity level. The Ranch is willing to extend the contract upon parental request, should The Boy need more time to complete the program.

4. ENROLLMENT The Guardians acknowledge that all questions or concerns about The Program content and/or services have been successfully addressed by representatives of The Ranch during the pre-enrollment process. Guardians hereby enroll The Boy into Turning Point Behavioral Academy. In exchange for monthly tuition, The Ranch agrees to provide the following services:

- a. Room and Board
- b. Nutritionally Balanced Meals

- c. Accredited Academic Programs
- d. Parental Training/Workshops/Family Weekends (parents responsible for travel and lodging)
- e. Weekly Phone Calls or Video Calls to Guardians
- f. Community Service Projects/Volunteer Opportunities
- g. Two trips annually with Camp Big Horn
- h. Annual Ski trip
- i. Equine therapy (when available)
- j. Activities (camping, hiking, rock climbing, swimming, biking, etc)
- k. Individual weekly Counseling/Mentoring sessions
- l. Weekly Group Counseling
- m. Supervision of The Boy, both day and night
- n. On campus licensed therapist to deliver weekly group therapy, weekly individual therapy, and monthly family therapy.
- o. Off - Campus Medical and Dental appointments as needed. Medical appointments are the financial responsibility of The Guardians, and not financially covered by The Ranch.
- p. Aftercare for six (6) months upon completion of The Program

Guardians understand and agree that The Ranch may make changes in staffing, and program content at their sole discretion, for the betterment of The Boys. Guardians further understand and agree that The Ranch does not accept responsibility for any program content or services presented orally by any of its staff, that are not provided contractually on this agreement or on its' official website, www.turningpointbehavioralacademy.com. While misrepresentation is never the intent, it is imperative that all agreements or changes in agreements are done in a written format only, to insure that all parties' needs are met.

5. FINANCIAL REQUIREMENTS The monthly tuition is four thousand dollars (\$4000.00) per month. The one-time, non-refundable enrollment fee is \$2,000.00. Incidental and Unusual costs (as stipulated further below in this section) will be billed directly on your monthly invoice the month after they are incurred.

A. Monthly Tuition – Guardians agree to pay twelve (12) monthly payments of four thousand dollars (\$4000.00), due on the first of each month. When enrollment begins on the first of the month, the full monthly tuition of four thousand dollars (\$4000.00) is due on or before the enrollment date. All monthly payments thereafter would be due on the first of the month. Tuition payments are considered late after five (5) days (unless prior arrangements are made) and late charges of fifty dollars (\$50.00) per day will accrue until monthly payment is received.

When enrolled on a day other than the first of the month, the first month's prorated tuition and the second full month's tuition will be due on or before the enrollment date. The first month's tuition will be prorated at \$133.33 per day.

The full term of this agreement is satisfied on the one-year anniversary of The Boy's enrollment date. However, keep in mind that best results will vary from boy to boy; it is possible that The Boy may require a longer treatment time than twelve (12) months, but will house The Boy no more than eighteen (18) months.

The fee schedule remains as stated above (Financial Requirements), even though The Boy may be in the program less than or longer than twelve (12) months. 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 reside at The Ranch in any given month. There are no fee adjustments, reductions, or refunds for periods in which The Boy is not physically at The Ranch, whether or not The Guardian or The Ranch authorizes The Boy's absence.

There are no refunds for tuition, enrollment fees, incidental costs and expenses, unusual costs, cost of collection, attorney fees and interest rate charges, medical expenses and/or medication expenses, unless proven that The Boy did not receive services that payments were made for.

B. Incidental Cost and Expenses – In addition to monthly tuition, The Guardians agree to pay the following expenses incurred by The Boy. These expenses will be billed to the Guardians on their monthly invoice following the month in which they are incurred.

1. Cost of haircuts; (\$15 per haircut – every 4-6 weeks)
2. Cost of medical, dental, orthodontic, optical, lab appointments or diagnostic tests
3. Cost of all prescription medication received
4. Cost of initial mandatory complete physical, and any physical or blood test, if deemed necessary by The Ranch or requested by The Guardian at any time
5. Cost of airline tickets, train tickets, or other forms of commercial travel
6. Cost of transportation for special needs that are separate from the normal Ranch activities. (transporting The Boy to medical, psychological, dental appointments or transporting The Boy to/from the airport are appropriate examples)

Round-trip transportation to Whitefish or Kalispell for appointments or other purposes is \$100.00, unless otherwise specified.

Round-trip transportation to Eureka for appointments or other purposes is \$30.00, unless otherwise specified.

7. Cost for additional therapy not covered by the normal Program:
 - a) Cost for any elective family and therapy sessions conducted during family visits that are not part of the program-provided family and therapy sessions;
 - b) Cost of elective psychological or psychiatric services provided by outside psychologist or psychiatrist, upon Program Director's request or Guardians' request
 - c) Cost of all other services related to the well-being or needs of The Boy, not otherwise provided in accordance with this agreement

Examples include, but are not limited to: private tutors, instrumental music lessons, specialized training, vocational training, certified swimming lessons, etc.
 - d) Cost of shipping any property left at The Ranch after The Boy has left the program, unless otherwise requested by The Guardians

C. Unusual Costs – In addition to monthly tuition, the Guardians agree to pay the following unusual expenses incurred by The Boy in the unlikely event they are incurred. These expenses will be invoiced to the Guardians at the time such expenses occur and will appear on their monthly invoice after the month in which they are incurred. They shall be payable by the Guardians within thirty (30) calendar days of receipt of the invoice.

1. Expenses for the assistance in the return of a runaway Boy. In the unlikely event that The Boy leaves The Ranch without authorization, The Ranch will exercise all reasonable efforts to assist The Guardians in finding The Boy and in accomplishing his safe return. An accounting of the expenses incurred by The Ranch while assisting The Guardians in finding and returning The Boy will be made available to the Guardians.
2. Expenses for damage or loss to property caused by The Boy. Guardians agree to be financially responsible for the costs of repairing or replacing any property lost, stolen, damaged, defaced, or destroyed by The Boy. In the event of a particularly large damage or loss to property, one that requires The Ranch insurance company to cover the loss, all incident-related expenses, including insurance deductibles, are billable to Guardians.

D. Cost of Collections, Attorney Fees and Interest Rate Charges – 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.

E. Medical Expenses – To cover The Boy’s medical expenses, Guardians shall either provide health insurance coverage or agree to pay for health-related expenses by cash directly to the medical/dental facility during The Boy’s enrollment at the Ranch.

If The Guardians elect to provide health insurance coverage, a copy of the Health Insurance Policy must be provided to The Ranch upon enrollment at The Ranch. It is the Guardian’s responsibility to maintain the health insurance policy in full force and effect during The Boy’s enrollment at the Ranch. In the event any health insurance policy is terminated for any reason and a new one is obtained, The Guardians shall notify The Ranch immediately and furnish a copy of the policy to The Ranch. The Guardians must signify their intent to provide health insurance for The Boy by filling out and signing Addendum D below.

If The Guardians elect to pay cash for health-related expenses, The Guardian must signify their intent to do so by signing Addendum D below.

F. Medication Expenses – To cover The Boy’s medication expenses, Guardians shall either place a credit card on file with a pharmacy of The Ranch’s choosing or pay aforementioned pharmacy directly each time a prescription is filled, with the understanding that timeliness of medication fills is paramount. In the event that The Ranch pays for The Boy’s medication, an invoice will be sent and payment is expected within ten (ten)days of receipt. The Guardians also have the option of leaving a refillable money card with The Ranch that all additional monthly expenditures can be paid with.

G. Failure to Pay Tuition – The monthly tuition of \$4000.00 will be due and payable on or before the first (1st) of each calendar month. The Guardians acknowledge and agree that, without prior written arrangements from The Ranch, if The Ranch has not received payment for the monthly tuition on or before the 5th day of the following month, The Ranch will require the Guardian to remove The Boy from The Ranch at the sole expense of The Guardian. If the monthly tuition is not paid, and if The Guardians do not physically remove The Boy from The Ranch as required under the terms of this paragraph, The Guardians hereby give authorization to The Ranch to contact The Guardian’s local authorities to coordinate the release of The Boy at The Guardians’ address listed in this Enrollment Agreement.

6. PERSONAL HYGIENE ITEMS

Upon arrival, please make sure Your Boy possesses the following Personal Hygiene Items: toothbrush (1), toothpaste (1), comb and/or brush (1), non-aerosol deodorant (1), shampoo (1), conditioner (1), bar soap (1), as needed. The Ranch agrees to re-supply The Boy with any of these personal hygiene items at no additional expense to The Guardians. However, if The Guardians wish Their Boy to use a brand, make, or model of these items other than what is provided by

The Ranch, Guardians may choose to do so at their own expense. Please see the Packing List for a full listing of what Your Boy should or should not bring.

7. THERAPY The Guardians understand and agree that The Ranch, at its' sole discretion or need, may at any time 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.

8. ABUSE REPORTING REQUIRMENT As an organization that serves the needs of, and has regular contact with children, Turning Point Behavioral Academy and its Directors, Staff and Employees take all forms of child abuse very seriously. Our calling is to help these boys, emotionally, spiritually, academically, and physically. Because of our calling for the boys, we dutifully and willingly accept the mandate to report, or cause a report to be made, when "Knowledge or reasonable cause to suspect that a child is being abused or neglected" is present.

Montana law specifically states the following: "Cause for suspicion should be based upon 'a perceived present real harm or a perceived present imminent risk of harm. This perception need not always be based entirely upon current, culpable acts of those responsible for the child.' The suspicion could be based on past acts, present acts, or both." Gross v. Myers, 748 P.2d 459, 462 (Mont. 1987)

When knowledge or reasonable cause to suspect that a child is being abused (verbally, sexually, or physically) or neglected is present, Turning Point Behavioral Academy reports first to The Guardians, then to the Child Abuse Hotline (1-866-820-5437) through the Department of Public Health and Human Services.

9. SUPERVISION Guardians understand that the amount of supervision varies with each boy depending on his current status. The Ranch 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 Ranch and its Staff, from all liability associated with these risks. It should be noted, however, that all necessary precautions will be used to keep The Boy safe from the listed items, to include video monitoring, both day and night.

10. ACADEMICS The Guardians understand and agree that The Ranch provides an accredited academic system that, in some cases, will allow The Boy to

accelerate his credits for work completed and skill and aptitude achieved. Each Boy has unique spiritual, emotional and educational competencies and needs that may enhance or inhibit his academic progress in The Program. Guardians therefore understand and agree that The Ranch cannot insure, nor be liable for, a specific rate of academic progress while enrolled in The Program. The specific rate of completion of academic credits for each boy will be different. Although great care and attention is given to each Boy's educational progress, just as in a public or private school setting - how quickly a boy receives credits, if any at all, cannot be assured, promised or guaranteed – that will depend on The Boy.

For more information regarding schooling used at The Ranch, please visit <https://www.aceministries.com/curriculum>.

11. COMMUNICATION AND PROGRESS UPDATES BETWEEN THE FAMILY AND THE PROGRAM Upon arrival on the first *week* of enrollment, the Director will contact Guardians at the phone number listed on the signature page of this agreement. The intent of this phone call is to inform The Guardians of the safe arrival of The Boy and any other information pertinent to his well-being. During the first two *weeks* of The Boy's residence at the Ranch, the Director will call the Guardians to give additional updates as necessary. It is important for Guardians to understand that they may call the Directors at the Ranch at *any time* they feel the need for an update. **Honest, open and transparent communication is very important in all interactions between The Guardians and Ranch Staff.**

12. PHONE, MAIL AND FACE-TO-FACE VISITS WITH THE BOY The Guardians understand and agree to follow The Ranch's phone, mail and face-to-face visit policies. Communication that is not on-site between The Guardians and The Boy will be through written mail and phone.

There is normally a 2-week suspension of phone communication between The Guardians and The Boy upon arrival at The Ranch. This is to allow The Boy to get acclimated into his new surroundings and let the feelings of initial homesickness subside. However, depending on the needs, age and progress of The Boy during his first couple of weeks, this suspension may be longer or shorter. The Ranch recognizes that the first two weeks are often the hardest for The Guardians and encourages The Guardians to call at any time for updates on The Boy.

Regularly scheduled weekly phone calls will be scheduled to best accommodate both The Ranch and The Guardians. Guardians will be contacted before the first weekly phone call for coaching on how to successfully navigate the first phone call. The length of your weekly phone call with your boy can vary on a case-by-case basis, but the time frame is generally 20 minutes. **PLEASE NOTE!** Your phone conversations are commonly one of the many highlights of Your Boy's week. Once Your Boy starts to make progress in The Program, he desperately wants you to know the changes he is making and how he is progressing through The Program. Sometimes your boy will not show his interest in the phone call in an outward fashion; just know he generally wants to know that you are pleased with his progress. Therefore, scheduling your weekly call with Your Boy is not something to "fit in to a busy schedule." Consider when you will be least distracted and most ready to listen and/or ask questions of Your Boy. Guardians understand this very important component of healing and restoration in Your Boy's life and agree to make themselves available, free from as many distractions as possible, during the weekly phone call with Your Boy.

Communication by mail is another important component to communication with Your Boy. Letters received from home can make a huge difference in Your Boy's outlook on life. Guardians are strongly encouraged to create a plan of written communication - one that involves letters from various individuals that are important to your son, such as siblings, relatives, youth pastor(s), or close family friends. Parents understand this important point and agree to create a plan of written communication for their son that involves at least one letter per week.

Communication by mail can also come in the form of care packages. However, be aware that care packages are like spice: sprinkled in small amounts here and there works well but poured on abundantly is not a recipe for success! Please use caution when sending items and remember that everything must be preapproved. Also, keep in mind when sending books, toys, and snacks - with structure and organization comes minimalization. When in doubt, please ask before sending. Incidentally, your son should only ask you to send items to him when they have been approved by the Program Director. Your help and support in asking if your son has received approval when he requests items over the phone is greatly appreciated.

Visits by The Guardians may occur when The Boy has progressed in the program, with approval of the Program Director. The first visits are conducted at the campus, unless authorization is granted by the Director for the first visit to take place off-campus. The Guardians understand and agree that The Ranch

shall be released of any liability and responsibility for the boy while The Boy is visiting with and is in the custody of The Guardians.

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

14. RESPONSIBILITY FOR BOY'S PROPERTY Each boy shall be responsible for the care of his property. The Guardians agree that The Ranch shall not be responsible or liable due to loss, damage, neglect, misplacement, or theft of The Boy's property, regardless of how it occurs. The Guardians agree that The Ranch is not responsible or liable for items left behind on visits, leaves, or when the boy exits the Program. This includes all outdoor equipment and clothing items listed on the Packing List sent to you with the agreement. The Guardian understands that The Ranch recommends that expensive or sentimental items not be brought to The Ranch.

15. TRANSPORTATION The Guardians understand that travel is a part of the program; the risk of traffic accidents is always present. The Ranch agrees to verify that its drivers are legally licensed to drive and hold good driving records. The Ranch further agrees to place all drivers of Ranch vehicles on The Ranch vehicle insurance policy. The Guardian agrees to hold harmless and release the Ranch from all liability for any accident, to include injuries or fatality. Guardians give the Ranch permission to transport The Boy in a legal, safe manner that works best for The Ranch.

16. MEDICATION The Guardians understand all medication is administered by a staff member under the close and careful direction of the Medical Management Team. Your Boy's Medical Management Team consists of any licensed practitioner of medical goods or services necessary for the health and welfare of your boy. This may include a doctor or therapist in your home town, any pharmacy, a licensed practitioner who evaluates medication in Montana, to name a few examples. The Guardians agree to hold harmless and release Turning Point Behavioral Academy and its Staff from all liability associated with medications.

17. AUTHORIZATION FOR DRUG SCREENING Guardians hereby consent and authorize The Ranch to administer urinalysis or blood testing of The Boy for

purposes of drug testing, as deemed necessary by the Director and/or Staff. If needed, the Guardians agree to pay for such expenses. (See Section 5.B.2 above).

18. AUTHORIZATION FOR OBSERVATION STATUS If The Boy is ever deemed, by the sole discretion of the Ranch, to be a potential danger to himself or others, The Guardians authorize The Ranch to confine the boy in a special needs area that prevents interaction with others. He will remain under close observation by a Staff member until the Staff feel he is no longer a significant danger to himself or 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 Ranch from any liability resulting from any decisions to place or discontinue placement of him on observation status.

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

20. AUTHORIZATION FOR BEHAVIOR MODIFICATION The Guardians understand that the Ranch's Behavior Modification Program includes rewards for compliance with rules and expected behaviors and consequences for violation of rules and expected behaviors. Rewards and incentives include earning points, privileges, trust, and status advancements. Consequences include losing points, privileges, trust, and status, CBO (communication block out), time outs, writing of sentences, and essays (300-words in length). When a boy is given an essay, he is confined to a study carrel or other isolated areas that prevents interaction with others. He is unable to participate with the larger group of boys until he completes the essay. He will be required to outline his inappropriate actions and what adjustments he will make in the future. The duration of consequences are scheduled for a certain period of time which may include a day or days, depending upon the severity of the violation. The Guardians further understand and authorize the Ranch to maintain a strict code of conduct including rules on dress and grooming, interaction with others, use of manners, appropriate attitudes and appropriate behaviors. The Guardians authorize The Ranch to apply the Behavior Modification techniques described herein and any others (within therapeutic reason) deemed by The Ranch to be necessary.

21. AUTHORIZATION FOR RESTRAINT Guardians hereby consent and authorize The Ranch personnel to physically restrain, control, and detain the boy as needed. Circumstances calling for restraint include, but may not be limited to: escort to, or from The Ranch; 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. THE RANCH OPERATES AS AGENTS FOR GUARDIANS The Guardians hereby agree that The Ranch and its Staff operate on 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 Ranch or its Staff on behalf of, and as agents for, the Guardians. (See attached Power of Attorney)

23. AUTHORIZATION FOR RELIGIOUS STUDY Guardians understand and agree that Turning Point Behavioral Academy is a non-denominational, Christian program that is Christ-centered. The Ranch believes that faith in God is conducive to the Boy's treatment and recovery. That said, the Guardians' /boy's faith will not be undermined. Opportunities for boys to attend and participate in church services and activities are a part of our program. The Guardians hereby release The Ranch from any liability that may result from the boy's participation in religious services and/or activities.

24. AUTHORITY TO ACT Turning Point Behavioral Academy may perform any and all acts necessary as determined in their judgment, for the health, welfare, and progress of The Boy. This includes, but may not be limited to: decisions in your place and stead; consent for hospitalization and/or consent for medical treatment, including surgery of any kind; assistance and medical aid; psychological examination and assistance.

25. RESPONSIBILITY FOR INJURIES OR ACCIDENTS Some of the activities in which The Boy may participate will involve a certain degree of risk. These risks include, but are not limited to: transportation, work, standard program activities, physical activities, and service projects. There are also some inherent risks, including, but not limited to: illnesses, infections, injuries, accidents, and fatalities. The Guardians agree to hold harmless and release The Ranch and its Staff from all liability for any injuries, illnesses, or other damages occurring to the boy during her presence at the Ranch, whether on or off the Ranch property. The Guardians may elect to not allow the boy to participate in specific activities provided written notice is delivered to the Ranch prior to the occurrence of such specific activities.

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

27. CHOICE OF JURISDICTION, LAW, AND OTHER MATTERS Guardians agree to be subject to jurisdiction of Montana courts in any dispute between the parties to this agreement. The parties agree that this Agreement constitutes a business transaction within the State of Montana, which transaction is subject to Montana Code as amended. Moreover, the parties agree that Montana 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. AGREEMENT RENEWAL This Agreement is automatically renewed if the Boy remains in the Program longer than the contractually agreed-upon twelve (12) months. The fee schedule will remain the same, but the remaining time the boy is to spend in the Program will be decided through consultation between the Program Director and the Guardians.

29. EARLY TERMINATION OF ENROLLMENT

A. Liquidation Provision – This Agreement is for a **twelve (12) month enrollment period**. If the Guardians desire to withdraw the boy from the Ranch, they must provide the Ranch with a one (1) month written notice prior to the withdrawal date. If the Guardians withdraw the boy without giving a one (1) month written notice, or if the Guardians withdraw the boy before the one (1) month notice has expired, the Guardians will then be required to pay the Ranch any amount equal to the remaining tuition due under the one (1) month written withdrawal notice. This payment is considered by the parties of this Agreement as a reasonable pre-estimate of the probable losses sustained by the Ranch in the event of a withdrawal of a boy prior to the end of the 1 month written withdrawal notice. This “loss” amount is not considered by any party to this Agreement as a penalty for early withdrawal of The Boy; it is intended to reimburse The Ranch for costs related to budgeting commitments made by The Ranch in connection with the enrollment of The Boy.

B. Involuntary Enrollment Termination – The Ranch reserves the right to terminate enrollment of any boy at any time:

1. For a default in the performance of any of the terms of this Agreement by The Boy or Guardian;
2. If in the sole discretion of The Ranch, The Boy is not a suitable resident of The Ranch; there will also be an initial three month review at the beginning of each student stay to determine if Turning Points Behavioral Academy is the best place for Your Boy.
3. For any other reason The Ranch determines that the Boy should not continue to be enrolled at The Ranch.

In the event a Boy's enrollment is involuntarily terminated, The Ranch shall attempt to contact the Guardian to make transitional plans. Should The Guardians refuse communication with The Ranch, The Boy will be taken to the nearest form of transportation available at the Guardian's address. If the Boy's enrollment is involuntarily terminated by The Ranch, 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 Ranch for costs related to budgeting commitments made by The Ranch in connection with the enrollment of the boy.

30. GRIEVANCE PROCEDURE This Enrollment Agreement contains all responsibilities of both The Guardians and The Ranch. It is The Ranch's desire to serve with love, excellence and vigilance. If you feel you or Your Boy are being underserved in any way, please contact the Director to initiate communication. We cannot answer questions or deal with concerns of which we are unaware.

31. AMENDMENT This Agreement may be modified or amended when the Amendment is made in writing and is signed by both parties.

32. SCOPE AND MEANING OF AGREEMENT Guardians hereby acknowledge that they have read the entire Enrollment Agreement, including Amendments attached to the end of this agreement. Guardians affirm that they understand and agree to its provisions. Guardians understand that this is a legally 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 date set forth below.

DATED this _____ (month) _____ (day), 20_____ (year)

GUARDIANS:

Signature of Father/Guardian

Signature of Mother/Guardian

Father/Guardian Address 1

Mother/Guardian Address 1

Father/Guardian Address 2

Mother/Guardian Address 2

Father/Guardian City, State, Zip

Mother/Guardian City, State, Zip

Father/Guardian Home Phone

Mother/Guardian Home Phone

Father/Guardian Cell Phone

Mother/Guardian Cell Phone

Father/Guardian E-Mail

Mother/Guardian E-Mail

ADDENDUM A

Mail

Boy's Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

We are the legal Guardian (s) of _____ (student name). We have both legal and physical custody of him. We direct Turning Points Behavioral Academy and its staff to open and monitor all incoming mail sent to our son at the physical mailing address in Montana. Understanding the importance of the communication our son receives at this time in his life, we authorize our son to receive mail only from those senders listed below. Additionally, we direct Turning Point Behavioral Academy and its staff to monitor all outgoing mail sent from our son only to those approved recipients listed below. It is understood that Turning Point Behavioral Academy is operating on our behalf, using their very best judgment and discretion.

_____ <i>Signature of Father/Guardian</i>	_____ <i>Signature of Mother/Guardian</i>
_____ <i>Date</i>	_____ <i>Date</i>

Please consider the support your son needs at this time when listing approved mail senders and recipients. Individuals who may not agree with your decision to seek help for your son at Turning Point Behavioral Academy or individuals who might have a generally negative slant in how they view life might be best to leave off of the list for now.

Name(s) of Approved Sender(s) **Name(s) of Approved Recipient(s)**

Please continue approved senders and recipients on reverse if more space is needed...

ADDENDUM B

Medical Attention – Everything but Emergency Care

Boys Name: _____ DOB: ____/ ____ / 20 ____ (mm/dd/yyyy)

Serious injuries such as a broken leg, a deep cut requiring stitches or a bad sore throat accompanied by fever make the need for medical attention clear. The need for medical attention, however, can sometimes be a judgment call. As your attorney-in-fact, Turning Point Behavioral Academy is called to act to the fullest

extent possible in line with the legal guardian’s intent and purpose. It is our desire to elicit your input regarding our decision-making when your son is in need of medical attention. Please place an “X” by either Option #1 or Option #2 below (you are required to make a selection) and sign accordingly.

OPTION #1

We would like the Staff at Turning Point Behavioral Academy to take our son to the doctor or dentist anytime he feels he needs to see a doctor or dentist or anytime he exhibits symptoms of sickness or pain, no matter how slight. We understand and agree to be financially responsible for either medical or dental attention and/or treatment and for the transportation/supervision costs involved. We also understand that the medical and dental offices closer to the Ranch are closed in the evenings and on weekends; any medical or dental attention required at those times would require a trip into Whitefish or Kalispell at an additional cost for transportation and extra staffing needs.

Father/Guardian *Mother/Guardian* *Date*

OPTION #2

We would like the Staff at Turning Point Behavioral Academy to use judgment in determining when to take our son to see the doctor. We understand that the Staff at Turning Point Behavioral 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 Ranch and its Staff use judgment in determining when our son needs medical attention and hereby hold harmless and release the Ranch and its Staff from all liability associated with the judgment of the Staff in this area.

Father/Guardian *Mother/Guardian* *Date*

ADDENDUM C

Medical Attention – Emergency Care

Boys Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

We, the Parent(s)/Guardian(s) of _____ hereby authorize Turning Point Behavioral Academy, 6020 Airport Rd., Eureka, MT 59917 to obtain emergency medical care and treatment for our son in the event of a medical emergency. This may involve an illness, injury, or other emergency.

We further authorize Turning Point Behavioral Academy to obtain emergency dental care and treatment for our son in the event of a dental emergency.

We further authorize medical and hospital treatment by a licensed physician or surgical physician to perform any procedures that are deemed to be medically necessary or appropriate for his well-being.

We further authorize dental treatment by a licensed dentist or surgical dentist to perform any procedures that are deemed to be medically necessary or appropriate for his well-being.

Finally, we also accept financial responsibility for all such medical or dental care emergencies.

Father/Guardian

Mother/Guardian

Date **ADDENDUM D**

Requirement to Provide for Payment of Medical Services

Guardians must provide for payment of required medical services when their need arises. There are two options: a health insurance plan with its monthly plan payments and deductibles (Option #1) or cash (Option #2). If you select Option #1, provide a copy of the policy, signed insurance claim forms (and dental forms, if available) and fill out the information below completely. This information will be maintained in the boy's file. The forms must be received prior to or at the time of the boy's enrollment. If you select Option #2, sign below and Turning Point Behavioral Academy will maintain a copy of this form in the boy's file. Please select one of the following choices:

OPTION #1 – I/We have health insurance for our son and have filled out all information below. We agree to provide front and back copies of our insurance card. We also agree that insurance shall be maintained at all times while our son is enrolled at the Ranch. If we change plans, we agree to update the Ranch with the new plan. If we withdraw from the plan and choose to then pay by cash, we agree to request a new Addendum D, select Option #2, sign it and return it to the Ranch.

OPTION #2 – I/We have /do not have health insurance for our son and agree to pay for his medical and dental treatment out of pocket by cash.

The Guardians hereby agree to the terms of the above-selected option.

Father/Guardian *Mother/Guardian* *Date*

INSURANCE INFORMATION

Dependent Name: _____ DOB: _____

Dependent SS#: _____ - _____ - _____

Insured Full Name: _____ DOB: _____

Insured SS#: _____ - _____ - _____

Insured Address _____ City _____ State ____ ZIP _____

Insured H: (____) ____ - _____ W: (____) ____ - _____ Cell: (____) ____ - _____

Insurance Co. Name

Insurance Co. Address: _____ City _____ State ____ ZIP _____

Insurance W: (____) ____ - _____ Fax: (____) ____ - _____ Alt.: (____) ____ - _____

Employer or Group Name: _____

POLICY#: _____ GROUP#: _____

ADDENDUM E

Permission to Photograph

Boys Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

Upon enrollment, The Boy will have an identification photo taken. This photo will be kept in The Boy's file in the event that a need for official identification arises.

Additionally, many pictures are taken in the course of each week at the Ranch. Boys are caught laughing, praying, working, serving or just plain goofing around. These pictures may be used to display to parents through electronic means such as The Ranch "members only" Facebook page. Additionally, the pictures may be used on the Turning Point Behavioral Academy official website. While pictures may be placed on the official Turning Point website, at no time will any boy's name be mentioned on the page.

Guardians consent for photographs to be taken and used for the above-mentioned purposes.

Father/Guardian

Mother/Guardian

Date

ADDENDUM F

Release of Liability from Suicide Attempts

Boys Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

The Guardians do hereby acknowledge that the boy named above may have had previous suicidal tendencies but exhibits no signs or symptoms of attempted or contemplated suicide at this time. Additionally, the Guardians hereby release Turning Point Behavioral Academy, including all Staff and/or employees, from any liability from a suicide or suicide attempt at Turning Points Behavioral Academy.

Father/Guardian

Mother/Guardian

Date

ADDENDUM G

Permission to Receive Therapy and Treatment

Boys Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

Guardians understand and agree that Turning Point Behavioral Academy will provide therapy through personnel who are specifically contracted out to provide Therapeutic Services. Guardians give their permission for Turning Point Behavioral Academy to provide treatment, therapy, psychiatric evaluations, or psychiatric treatment if needed. Guardians also give permission to treat and/or prescribe medications to their son or to make changes to his current treatment, as necessary.

Father/Guardian *Mother/Guardian* *Date*

ADDENDUM H

Permission to Receive Orthodontic Treatment

Boys Name: _____ DOB: ____ / ____ / 20 ____ (mm/dd/yyyy)

Is your boy currently receiving orthodontic treatment at the time of his enrollment? Do you anticipate your son *beginning* orthodontic treatment at some point during his enrollment? If so, please sign the following statement as an authorization for orthodontic care:

I/We authorize Turning Point Behavioral Academy, at our expense, to arrange transportation to and treatment by a licensed orthodontist in Montana for the purpose of continued or beginning orthodontic treatment of our son.

We request that the following orthodontist be used: _____

Father/Guardian *Mother/Guardian* *Date*

ADDENDUM I

LIMITED POWER OF ATTORNEY PURSUANT to MONTANA CODE 72-5-103

KNOW ALL MEN BY THESE PRESENTS, that I/we, the legal guardian(s) of _____, a minor, do make, constitute and appoint Turning Point Behavioral Academy of Eureka, Montana, my/our true and lawful attorney-in-fact for and in my/our name, place and stead and for my/our use and benefit to do vest in my/our name, place and stead and for my use and benefit to do as follows:

1. To vest in my/our attorney-in-fact all of my/our powers regarding the care and custody of my/our child;
2. To make all necessary decisions concerning the educational, physical and medical care for my/our child;
3. To sign, seal, execute, deliver and acknowledge such instruments in writing of whatever kind or nature as may be necessary or proper in the premises to carry forth the appointment contained herein.

Giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in connection with the above-stated purposes, as fully to all intents and purposes as the signer might or could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done in the above stated purpose.

In compliance with the law, this attorney-in-fact shall cease to be effective six months from the date of execution hereof.

In executing this Power of Attorney, I fully understand that my child shall reside and make his home on a full-time basis with the attorney-in-fact during the period of duration of the Limited Power of Attorney.

IN WITNESS WHEREOF, I/WE have hereunto set my /our hand(s) and seal(s)
the ____ day of _____, 20 ____.

STATE OF _____)

) S.S.

COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____ and _____ known or
identified to me to be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first
above written in this certification.

NOTARY PUBLIC

RESIDING AT:

MY COMMISSION EXPIRES:

Turning Points Behavioral Academy Packing List
(Some items might be subject to send later at the appropriate season)

Shirts, Pants and Church Clothes

- 9 shirts- Short or long Sleeve
- 7 pairs jeans/khakis
- 4 pairs of shorts (one pair for swimming)
- Waterproof, Breathable pants for playing/working in the snow
- 2 nice church outfits- (2 nice pants, 2 dress shirts)

Shoes & Socks

- 1 pair athletic/running shoes; -1 pair hiking boots-sturdy, heavy duty
- 1 pair of work boots (similar to MUCK boots or BOGGS)

- 11 pairs socks-10 pair cotton, 1 pair
- 1 pair church shoes
- 10 pair warm wool socks for winter
- 1 pair slippers if usually worn

Undergarments

- 10 pairs underwear
- 1 pair long underwear, including the top

Outerwear

- 1 light weight jacket
- 1 Work Jacket, lined, denim or canvas
- Any combo that totals three: Sweatshirts, sweaters and/or pullover hoodies
- Lined/insulated leather work gloves
- 1 Waterproof, Breathable winter jacket
- 1 Fleece Jacket
- Winter Gloves (for daily use)
- 1 Winter Ski Hat; neck warmer or scarf.

Linens

- 1 Pillow with pillowcase
- 1 Comforter-Prefer something familiar to your son, a comforter from home, e.g.
- 1 Twin sheets, fitted
- 1 Twin sheets, flat

Miscellaneous

- Medication-2 mo. supply, if applicable
- 2 sets nightwear/pajamas (degree)
- 1 Flashlight with one set new batteries
- 1 swimming shorts
- hiking backpack
- 1 plain belt
- An original of your son's Birth Certificate bracelet or a Passport
- Copy of Medical insurance card, front and back
- Bible
- 1 Sleeping Bag (-20)
- Ball cap
- 1 Back pack
- sturdy water bottle
- Wristwatch
- Medical/Allergy alert
- Roll of Stamps

Personal Hygiene (See Enrollment Agreement for additional information)

Parents, please provide the following items for your son to bring with him upon enrollment. The Ranch will provide a tote for him to carry these items and will replace these items after your son runs out of the supply he brings.

- Shower soap (bar)
- Deodorant, non-aerosol
- 1 bottle skin lotion/moisturizer
- Ear swabs
- Lip balm/Chap Stick
- Sunscreen – lotion
- Shampoo
- Conditioner
- Toothpaste
- Toothbrush
- Dental Floss Picks

PLEASE DO NOT BRING:

- Aerosol sprays of any kind
- Chewing gum or Candy
- Body piercings or gauges
- Combat boots
- Food
- Scissors, razors, knives or other sharp objects
- Finger/Toe-Nail clippers
- Camera
- Eye drops
- Alarm clock with radio
- OTC Medication
- cologne
- Clothing with “dark” subject matter, personal such as skulls, occult symbols, profanity words/gestures, drugs, alcohol, sexual content
- Hair dyes/colored mousse
- Black or “Goth” style clothing and jewelry
- Money
- Jeans with holes
- Books other than his Bible
- Mouthwash
- Nail file
- Hangers
- Jewelry
- Umbrella
- Baby powder
- Cotton balls
- Any type of electronic device, listening device, portable video game, lap top, calculator with games on it

VALUABLES

Items that have significant financial or sentimental value should be left at home. When brought, please remember that the Enrollment Agreement states specifically that Turning Point Behavioral Academy does not accept responsibility for lost or stolen items, or items left behind after The Boy is no longer at The Ranch. In the event that there is an item that must be shipped back to Your Boy, we'll take care of it! Just remember that we'll have to ask you to pay the postage when it is shipped. We do our best to return all items brought with Your Boy; he will be given ample time and opportunity to pack his things before departure. Leaving those valuable or sentimental items at home will greatly reduce or eliminate fallout from forgotten, lost or stolen items!

GETTING YOUR SON'S BELONGINGS TO THE RANCH: Parents have a choice between:

- 1.) hand-delivering Their Boy's belongings to The Ranch or
- 2.) shipping them by USPS, UPS or FedEx. Shipping requires the following information:

Parents choosing to send Their Boy's clothing and belongings directly to the facility by United Parcel Service (UPS) or FedEx, please use the following address:

**Turning Point Behavioral Academy
(Your Boy's Name)
6020 Airport Road
Eureka, MT 59917**

CLOTHING REQUIREMENTS Turning Point Behavioral Academy expects the boys of our household to dress in proper clothes. We live in a conservative, rural setting and recognize the impact personal appearance has on one's social acceptance and identity. If you are uncertain about the appropriateness of certain items, do not send them. Feel free to call the office at (406) 889-3836 if you have any questions.