



Dear Open Sky Prospective Family:

Hello from the admissions office! This Enrollment Packet includes the paperwork associated with enrolling your Student at Open Sky. The following documentation must be completed, signed and returned to our admissions department via fax *before we can enroll* your Student:

- Enrollment Agreement
- Payment Agreement
- Assignment of Insurance Benefits
- Continuum of Care Agreement
- Medication Sheet
- Copy of Insurance Card

Thank you for your patience and assistance in this process. If we can answer any questions or be of help in any way, please do not hesitate to call us at 970-382-8181.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Lollini, MA, LPC". The signature is written in black ink and is positioned to the left of the typed name.

Lauren Lollini, MA, LPC
Open Sky Admissions/Outreach Director
(970) 382-8181
lauren@openskywilderness.com



Enrollment Agreement – Financial Sponsor(s) of Adult Student

Provider:
Open Sky Wilderness Therapy
PO Box 2201
Durango, CO 81302

Student: _____
Financial Sponsor(s): _____

This Enrollment Agreement is made effective as of this ____ day of _____, 20____, by and between ACF Enterprises, LLC, a Colorado Limited Liability Company (doing business as Open Sky Wilderness Therapy (“Open Sky”) and the Client (collectively, the “Parties”). Open Sky is the party providing services, and the Client is the party responsible for satisfying the financial obligations of the participant in the Open Sky program, _____ (the “Student”), as detailed herein.

Identifying Information

I/we, _____ (the Financial Sponsors, or “Client”) enter into this Agreement with Open Sky for the purpose of detailing my/our responsibility for, and my/our agreement to satisfy, the Student’s financial obligations to Open Sky and clarifying the rights and responsibilities of each party.
_____ (initial and date)

Eligibility and acceptance

I/we understand that said Student must meet Open Sky’s eligibility requirement for acceptance into the program, and that misrepresentation of the Student for this potentially places the Student at great risk and may result in discharge from Open Sky. I/we further understand that part of the screening process is completed in the first week of the program and agree that Open Sky may determine at this time that said Student is clinically or medically inappropriate for placement. If Student is discharged at this time I/we agree to pay for the return trip home or for travel expenses to another placement. I/we understand that we will be charged only for the days (any day spent at Open Sky is counted as a full day) that the Student is enrolled. _____ (initial and date)

Term of Agreement

Assuming the Student is accepted into the program, the term of this Agreement shall be a minimum of thirty-five days, beginning with the Student’s arrival date. The Parties may extend this Agreement or terminate this Agreement pursuant to the applicable provisions contained herein. _____ (initial and date)

Costs/Payment

I/we understand that the cost of the Open Sky Wilderness Therapy program is \$485/day plus an enrollment fee of \$2,000. Payments may be made by check, certified check, wire transmission, or credit card (MasterCard, Visa or American Express). Full payment of \$18,975 for the first 35 days and the enrollment fee must be paid in full on or before the Student’s arrival date. The enrollment fee is non-refundable and ensures that a space is held for the Student. I/we further understand that should the decision be made to extend the length of stay for the Student beyond the initial 35 days, tuition will be billable in advance, in 7-day increments, and payment is due within 10 business days of billing. Failure to pay may result in the Student being sent home immediately at my/our expense. I understand that I/we remain liable to pay for any and all costs incurred from the date of the Student’s enrollment to the date of the Student’s discharge from Open Sky. _____ (initial and date)

Cancellations/Refunds

I/we understand that if enrollment is cancelled by the Client(s) less than 5 days prior to the arrival date Open Sky will retain the enrollment fee. All notices of cancellation must be in writing. _____ (initial and date)

Premature Discharge

If the Student is discharged prematurely for medical or clinical reasons, which Open Sky retains the right to do, full refund of monies on a per day rate will be given after deduction of cost for received services. I/we will not hold Open Sky responsible for any consequences that result from the student’s premature discharge. _____ (initial and date)

Early Withdrawal

If Student withdraws before expiration of the minimum period of enrollment without the recommendations of the Clinical Director, Client forfeits fifty percent (50%) of the remaining balance of the minimum stay. Any pre-payments in excess of the minimum period of enrollment will be reimbursed in full to Client. _____ (initial and date)

Runaway Incident

If Student attempts to run away, Open Sky will make every reasonable effort to find the Student as quickly as possible. I/we hereby release, hold harmless, and indemnify Open Sky from any and all liability arising out of or resulting from the Student running away while enrolled at Open Sky. Any costs incurred by the Student if he/she runs away from Open Sky and expenditures made by Open Sky in the pursuit of the student will be paid by the Client(s). _____ (initial and date)

Personal Injury and Damage to Property

All personal gear issued to the Student remains the property of the Student, who must assume full responsibility for care, upkeep and replacement cost if the gear is lost or destroyed by the Student. Client agrees to accept full responsibility for: (1) the repair or replacement of any property damaged, defaced or destroyed by the Student, whether owned, leased or controlled by Open Sky or any third party; (2) personal injury to any Open Sky personnel, other student or third party caused, in whole or in part, by the Student; and (3) to promptly reimburse Open Sky for any costs and expenses, including legal and/or medical fees, it may incur in connection therewith. I understand that Open Sky uses Positive Control Systems® Non Violent Crisis Intervention Programs. Physical restraint of students is used only after verbal de-escalation has been exhausted and/or proved ineffective and is used only in the following scenarios: 1) imminent harm to self; 2) imminent harm to others. _____ (initial and date)

Travel to and from Program

I/we agree to pay in full and make arrangements for the Student to travel to and from Open Sky. I/we agree that any such arrangements will be made with professional transport agencies and that Open Sky has no responsibility or culpability for any events which occur during the escort process. _____ (initial and date)

Medical, Nutritional Supplements, and Incidental Expenses: I/we acknowledge that all costs incurred as a result of injury, illness or treatment remains my/our responsibility. I/we acknowledge that all costs of medication while Student is enrolled in the program are my/our responsibility. I/we understand that visits with a naturopathic physician are included in tuition; however nutritional supplements are an additional expense and that these expenses will be charged to my/our account at the end of the Student's stay unless prior arrangements have been made. _____ (initial and date)

Proof of Insurance

In addition, I understand that I/we/Student are obligated to provide medical insurance for Student and must provide proof of such prior to enrollment in the program. I/we understand that if I/we/Student have not provided Student's medical/prescription insurance information, as well as an enlarged copy of the front and back of Student's insurance card, I/we will be charged directly for all medical expenses, including the initial physical examination. _____ (initial and date)

Psychiatric Services

I/we understand that the Open Sky treatment team may recommend psychiatric services as a part of my /our Student's treatment plan. If my/our Student is on a complicated medication regime, has had recent dangerous behavior, has been in a hospital setting within the past 3 months, or if Open Sky deems is medically necessary at any point, I/we understand my Student will receive psychiatric consult while at Open Sky. I/we understand I/we am responsible for providing, within a week of my child's enrollment, copies of previous psychiatric case notes, hospital discharge summaries, and other relevant documentation for Open Sky to provide optimal care. I/we acknowledge that there is an additional expense beyond the cost of tuition for psychiatric services of: \$400/initial session of one hour and \$50 for each additional ½ hour; \$250 for follow-up session of ¼ hour and \$25 for each additional ¼ hour. If seen for an initial session he/she will be seen for at least one follow up session. I/we understand that the Open Sky psychiatrist will not write any prescriptions for refills or otherwise without seeing my Student directly. I/we understand that changes in new medication require my written consent and changes to existing medication require my verbal consent. In order to ensure that Student receives appropriate care following Open Sky, Open Sky will provide only 30 days of prescription refill as part of discharge. If my/our Student receives psychiatric services while at Open Sky, I/we agree to pay for the costs incurred of psychiatric services. I/we understand that it is my responsibility to submit these costs to insurance for reimbursement if I/we so choose. _____ (initial and date)

Psychological Testing

I/we understand that the Open Sky treatment team may recommend psychological testing with a PhD-level psychologist as part of Student’s treatment plan. I/we acknowledge that there is an additional expense of \$2,375 for this service. I/we understand that I/we will have the opportunity to elect this service in writing and if it is completed I/we agree to pay for the cost of this service. _____ (initial and date)

Student Quest Expenses

In certain situations, it is deemed therapeutically appropriate to use an intervention to help foster, further or “jump start” progress for a student. This intervention is called a “Quest” and involves the student leaving the peer group team and working one-on-one with two specified field guides. Due to the intensive nature of this intervention there is an additional \$250/day fee. Should the Open Sky treatment team find it necessary for my child to participate in a Quest, I/we agree to pay for the additional charge. _____ (initial and date)

Family Quest Expenses

In certain situations, the Open Sky treatment team may recommend a “Family Quest” for the student and some combination of family members. Family Quests are 3 days and 2 nights in length and are facilitated by Open Sky staff. Due to the intensive nature of this intervention there is an additional fee of \$3,950 for the Family Quest, which covers staffing, food, gear, and logistical support. Should I/we choose to participate in a Family Quest with my/our Student; I/we agree to pay for the additional charge. _____ (initial and date)

Risks of Outdoor Program/Release/Indemnity

I/we assume and acknowledge that participating in the Open Sky program involves inherent risks and other risks, hazards, and dangers that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility and where communication, transportation, or evacuation is subject to delay. I understand that Open Sky cannot assure the Student’s safety or eliminate all of these risks. _____ (initial and date)

I/we release Open Sky from, and agree not to sue Open Sky for, any liability, claim, suit, or expense in any way associated with Student’s participation in the Open Sky program or the use of any equipment or facilities in the Open Sky program. Neither I nor anyone acting on my behalf will make a claim against Open Sky as a result of any loss, injury, damage, or death suffered by Student. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of Open Sky to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes claims for personal injury, property damage, wrongful death, breach of contract, or any other type of suit. _____ (initial and date)

I/we further agree to defend and indemnify Open Sky (to pay or reimburse Open Sky for money it is required to pay, including attorney’s fees and costs) with respect to any and all claims brought by or on behalf of a family member, a co-participant, or any other person for any claims related to Student’s participation in the program. _____ (initial and date)

I/we agree to release, hold harmless and indemnify Open Sky from any and all liability arising out of or resulting from any injury or illness which occurs while the Student is enrolled. I/we agree to release, hold harmless, and indemnify Open Sky from any and all liability arising out of or resulting from any medical condition which is self-inflicted by the Student while enrolled, including without limitation any self-inflicted injury or illness. _____ (initial and date)

Photo Participation Authorization

I/we acknowledge and understand that photographs taken for the purpose of illustrating Open Sky’s programs and services may include photographs of student and family members. I/we hereby agree that Open Sky may namelessly display these photographs on the Open Sky website, print materials, or any publication authorized by Open Sky. _____ (initial and date)

Authorization and Consent for Electronic Communication

I/we authorize Open Sky to transmit personal communications from the Student via a secure, password protected webpage. I/we understand that errors may occur and I/we release Open Sky from any and all liability for errors in the transmission of personal communications between my Student and myself/ourselves. I/we agree to keep confidential the nature of any communication that I/we may receive in error regarding other Open Sky clients and to notify Open Sky immediately if this occurs. _____ (initial and date)

Confidentiality

I/we acknowledge and understand that participation in the Open Sky program will put me/us in contact with other Open Sky families in the way of weekly all-family teleconference calls, wellness weekend and the like. For this reason, I/we hereby agree to confidentiality in reference to other Open Sky families, their names, stories or other information I/we might become privy to before, during or after participation at Open Sky, unless it involves a case of suspected child abuse or neglect. _____ (initial and date)

HIPAA Disclaimer

Open Sky is not subject to federal regulation under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) because it does not conduct standard transactions electronically and it does not use another entity to do so on its behalf. Instead, Open Sky transmits all invoices for payment directly to the Student or the Student’s Financial Sponsor and they are solely responsible for the cost of the program. Although not federally regulated, Open Sky is committed to ensuring that all Student health information is treated and maintained in a confidential manner. _____ (initial and date)

Dispute Resolution

a. Alternative to Litigation. The Parties desire to resolve any dispute, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including amendments or extensions), or the breach or termination of this Agreement (the “Dispute”) without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as the sole means to resolve the Dispute.

b. Negotiations; Mediation. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the Dispute. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of the Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, and be admitted in evidence, in the arbitration or lawsuit.

c. Arbitration. If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Dispute shall be submitted by either Party or both Parties (with a copy provided to the other Party) to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the “Rules”).

d. Location. The arbitration shall be held in La Plata County, Colorado and there shall be one arbitrator. Such arbitrator shall be chosen subject to the Rules. The arbitrator shall have no financial interest in the outcome of the dispute and shall use the Federal Rules of Evidence. The arbitrator shall determine the claims of the parties and render a final award in accordance with the substantive law of the State of Colorado, excluding the conflicts provisions of such law. The arbitrator shall set forth the reasons for the award in writing. Except as required by law (and then only after prior notice to the other Party), no Party shall disclose the facts of the underlying dispute or the contents or results of the arbitration without the prior consent of all Parties. The decision of the arbitrator shall be final and binding on all Parties, and shall be enforceable in any court of competent jurisdiction.

e. Limitation. Any claim by either Party shall be time-barred if the asserting Party commences arbitration with respect to such claim later than two years after the cause of action accrues. All statutes of limitation and defenses based upon passage of time applicable to any claim of a defending Party (including any counterclaim or claim of setoff) shall be tolled while the arbitration is pending.

f. Discovery. The arbitrator shall order the Parties to promptly exchange copies of all exhibits and witness lists, and, if requested by a Party, to produce other relevant documents, to answer up to ten interrogatories (including subparts), to respond to up to ten requests for admissions (which shall be deemed admitted if not denied) and to produce for deposition and, if requested, at the hearing all witnesses that such Party has listed and up to four other persons within such Party’s control. Discovery shall be conducted in accordance with the Federal Rules of Civil Procedure.

g. Costs. Each Party shall bear its own costs, expenses and attorney’s fees; provided that if court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings shall pay all reasonable associated costs, expenses, and attorney’s fees in connection with such court proceedings.

h. Enforceability. If any part of this dispute resolution provision is held to be unenforceable, it shall be severed and shall not affect either the duty to arbitrate or any other part of this provision. _____ (initial and date)

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement. This Agreement supersedes any prior written or oral agreements between the parties. Any modification to this Agreement of any kind must be in writing and signed by the party obligated under the modification.
_____ (initial and date)

Severability

If any provision of this Agreement will be held to be to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. _____ (initial and date)

Jurisdiction

Client irrevocably agrees and hereby consents and submits to the exclusive jurisdiction of any state or federal court located in Colorado with regard to any actions or proceedings arising from, related to, or in connection with the Client's obligations to Open Sky or this Agreement. Some disputes may be subject to arbitration. Client hereby waives any right Client may have to transfer or change the venue of any litigation filed in such courts.
_____ (initial and date)

Governing Law

This Agreement shall be construed in all respects in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles that would require the application of any other law. _____ (initial and date)

Attorney Fees

In the event a suit or action is brought by any party under this Agreement to enforce any of its terms, conditions, covenants, or in any appeal thereof, it is agreed that the prevailing party shall be entitled to all reasonable attorney's fees. _____ (initial and date)

Collection Costs

I/we agree to pay all costs and expenses incurred in collection of any past due amounts, including court costs and attorney's fees whether incurred prior to or subsequent to any litigation. In addition, I/we agree to pay finance charges of 12% APR as outlined on the financial page of this application. _____ (initial and date)

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. _____ (initial and date)

I/we have read and have had the opportunity to ask questions about the above agreement. By signing below, I/we agree to all the provisions outlined in this contract.

Financial Sponsor (print): _____ Signature: _____ Date: _____

Financial Sponsor (print): _____ Signature: _____ Date: _____



Payment Agreement

Tuition Information

Daily tuition applies to every day that your Student is enrolled at Open Sky Wilderness Therapy (“Open Sky”). The daily tuition is **\$485.00/day** as well as a one-time **\$2,000 enrollment fee**. An initial payment of **\$18,975**, which covers the first **35 days** and the enrollment fee, is required for enrollment in the program. Note that the average length of stay for students at Open Sky is 63 days. The initial payment is due on or before your enrollment at Open Sky. Additional time in the program will be billed in weekly increments based on the Student’s need and parental approval. Late payments will accrue finance charges at 12% APR.

Method of Tuition Payment

Please select one of the following:

Check (preferred) payable to Open Sky Wilderness Therapy

Check number: _____ USPS or FEDEX tracking number: _____

Please send payment to: Open Sky Wilderness Therapy, PO Box 2201 Durango, CO 81302

Wire Transfer:

Please include the student’s name and fax wire transfer confirmation to 970-382-9494

Open Sky Wilderness Therapy, Alpine Bank:

Routing Number: 102103407 Account Number: 1620009756

Credit Card: Please bill my credit card for the initial tuition amount of \$ _____

MasterCard Visa American Express

Account number: _____

Expiration date: _____ Billing zip code: _____ Security code*: _____

*Security Code is 3 digits (MC/Visa) or 4 digits (Amex) found on back of card

Billing Address: _____

Name as it appears on card: _____

Authorized Signature: _____

Medical, Nutritional Supplements, and Incidental Expenses: Credit card information is required for medical, nutritional supplements, and incidental expenses. Visits with a naturopathic physician are included in tuition; however nutritional supplements are an additional expense and will be billed at the end of your Student’s stay at Open Sky. These expenses will be charged to your account unless prior arrangements have been made. In addition, if you have not provided your Student’s medical/prescription insurance information as well as an enlarged copy of the front and back of your insurance card you will be charged directly for all medical expenses, including the initial physical examination.

Please bill the following credit card for medical, nutritional supplements and incidental expenses:
 Mastercard Visa * We do not accept AmEx for this category as our local clinic does not accept AmEx

Account number: _____

Expiration date: _____ Billing zip code: _____ Security code*: _____
*Security Code is 3 digits (MC/Visa) or 4 digits (Amex) found on back of card

Billing Address: _____

Name as it appears on card: _____

Authorized Signature: _____

I/we agree to the terms regarding payment set forth in the Enrollment Agreement.

Parent/ Financial Sponsor Name (Please Print) _____

Parent/ Financial Sponsor Signature _____ Date _____

Parent/ Financial Sponsor Name (Please Print) _____

Parent/ Financial Sponsor Signature _____ Date _____



Continuum of Care Agreement

Student: _____ Parents: _____

Research has demonstrated that a student’s success after a program like Open Sky Wilderness Therapy is highly correlated to the involvement of the family in the treatment process. Open Sky has developed a comprehensive family program to support the success of your son/daughter and your family both in and beyond the Open Sky program. The family treatment component of Open Sky includes the family’s regular involvement in counseling, letter writing, phone conferencing, workshop attendance and individualized therapy assignments.

We require that families commit to the following activities while their son/daughter is in our program:

1. Participate in weekly teleconference with Open Sky therapist.
2. Participate in counseling with a local family therapist, or counseling by phone with an Open Sky therapist until a local one has been arranged.
3. Provide the name, address, telephone number and email address of the key local therapist/mental health professional so Open Sky staff can coordinate treatment.
4. Complete family therapy assignments.
5. Participate in the family workshop and graduation held at the end of the program.
6. Continue family therapy and/or attendance in community-based support groups following completion of the Open Sky program.

Commitment to the above responsibilities is necessary for ongoing family success after the student completes Open Sky.

Therapist/Mental Health Professional Information:

Name: _____

Address: _____

Phone: _____ E-mail address: _____

By signing this form, the parents/family commit to the foregoing and grant a release of information allowing Open Sky staff to communicate with the mental health professional identified above.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____



Medication Form

Please list all medications and other essential items

Student name: _____

Medication student is traveling with:	Pill count	Taken at am/pm	Dosage in milligrams	Notes: <i>If student is Not traveling with 60 day supply of medication please indicate if carrying prescription.</i>	For office use <u>Verify pill count</u>
#1			Amt _____ mg x _____ / day		
#2			Amt _____ mg x _____ / day		
#3			Amt _____ mg x _____ / day		
#4			Amt _____ mg x _____ / day		
#5			Amt _____ mg x _____ / day		
#6			Amt _____ mg x _____ / day		
#7			Amt _____ mg x _____ / day		
#8			Amt _____ mg x _____ / day		

My son/daughter is currently taking the prescription medications listed above.

➤ Signature of parent/legal guardian: _____ Date: _____

***If 60 days of medication/or written script is not provided upon arrival then student is REQUIRED to see our psychiatrist. Initial 1 hour visit is \$400.**

Individual Needs: Glasses Bands for Braces Retainer Other _____

Please describe any checked items: _____

For office use only	Intake Staff
Please check in all items, record any items not listed above, and call Admissions @ 970-759-8324, sign and return document immediately to Admissions at DRO office.	
List items not on list above:	
<input type="checkbox"/>	_____ notes/description: _____
<input type="checkbox"/>	_____ notes/description: _____
Student <u>did not</u> arrive with following item(s):	
<input type="checkbox"/>	_____ notes/description: _____
<input type="checkbox"/>	Called to inform Nicola of missing medications, notes: _____
Intake Staff Signature	Date Print Intake Staff's Name



Student Clothing & Equipment

Open Sky will provide all of the gear, clothing and equipment that the Student will need throughout the program. This includes all seasonal items, underwear and personal hygiene items.

If the Student has special clothing requirements or sizes, please contact your admissions counselor.

The following are the ONLY items that the Student will need to bring:

- Clothes to travel in
- Prescription eyeglasses (no contact lenses, please)
- A two month supply of current prescription medication, as listed in the medical report

Purchased equipment and supplies (that the Student will take home):

- Clothing and footwear
- Sleeping bag
- Seat belt web
- Food cup
- Plastic water bottles
- Base camp bag
- Personal items: writing journals, pens, printed educational materials

Rental equipment and supplies that will stay at Open Sky:

- Backpack
- Headlamp
- Parka (winter admissions)
- New England Overshoes "NEO's" (winter admissions)
- Sleeping pad
- Poncho
- Tarp
- Hygiene supplies (personal and group supplies): toothbrush, toothpaste, toilet paper, bug spray, sun screen, sanitation supplies, etc.