

**American Care Quest, Inc.**  
*Medical Education Solutions*

**ENROLLMENT AGREEMENT**

**School Name and Address:**  
Medical Education Solutions  
1426 Fillmore Street, Suite 205  
San Francisco, CA 94115

**Instruction Site:**  
Medical Education Solutions  
1426 Fillmore Street, Suite 211  
San Francisco, CA 94115

**Student Name:** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (    ) \_\_\_\_\_

**Class Start Date:** \_\_\_\_\_ **Scheduled Completion Date:** \_\_\_\_\_

This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given: (a) a written statement of the refund policy including examples of how it applies and (b) a catalog including a description of the course with all material facts concerning the school and course of instruction which are likely to affect your decision to enroll. Immediately upon signing this agreement, you will be given a copy of it to retain.

**STUDENT'S RIGHT TO CANCEL.** You may cancel this enrollment agreement and receive a refund (see refund policy below) of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. Cancellation should be initiated by providing a written notice to: Medical Education Solutions, Training Programs Coordinator, 1426 Fillmore Street, Suite 205, San Francisco CA 94115.

**REFUND POLICY**

The school reserves the right to drop students for non-payment of tuition and fees.

1. All charges including the initial registration fee are refunded to applicants that School deemed ineligible or unsuited for admission.
2. Students who file an application and pay the registration fee, but cancel their enrollment prior to class starting date have a right to a full refund of all charges less the \$100 non-refundable registration fee.
3. The student may withdraw from a course after instructions have started and receive a pro- rata refund minus the non-refundable registration fee, textbook/uniforms cost and a 15% administration fee if the student has completed 50% or less of the instruction. Written cancellation notice required.
4. The termination date to determine the refund is the last date of actual attendance by the student. Refunds will be made within thirty (30) days of receipt of cancellation notice.
5. Cancellation after completing fifty percent (50%) or more of the course will result in no refund.
6. Students who file an application and pay the registration fee, but cancel their enrollment prior to class starting date have a right to a full refund of all charges less the \$100 non-refundable registration fee.
7. The student may withdraw from a course after first 3 days of instructions. Student will receive a full refund of all charges less the \$100 non-refundable registration fee. Written cancellation notice required.
8. The termination date to determine the refund is the last date of actual attendance by the student. Refunds will be made within thirty (30) days of receipt of cancellation notice.
9. Refunds will be computed as of the last day of attendance. In case of a student's death, prolonged illness or accident, or other circumstances that make it impractical to complete the course, the school shall make a settlement that is reasonable and fair to all involved parties.

**There is no refund for termination of class due to violations of the code of conduct or dress code.**

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## **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS**

### **EARNED AT OUR INSTITUTION:**

The transferability of credits you earn at Medical Education Solutions is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the degree, diploma or certificate that you earn in your program is also at the complete discretion of the institution to which you may seek to transfer. If the degree, diploma or certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Medical Education Solutions to determine if your credits, degree, diploma or certificate will transfer.

**CURRENTLY, MEDICAL EDUCATION SOLUTIONS SCHOOL IS NOT IN AGREEMENT WITH ANY INSTITUTION, COLLEGE OR UNIVERSITY TO TRANSFER ANY UNITS EARNED IN THE SCHOOL. THEREFORE YOU WILL NOT BE ABLE TO TRANSFER OR APPLY THE COURSES TAKING HERE AT ANY OTHER EDUCATIONAL INSTITUTION.**

### **LOANS**

If a student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

- The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
- The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.
- Until the balance is paid in full, the student will not be able to return to the Medical Education Solutions nor receive any official transcripts or certificates from the American CareQuest and its subsidiaries. If student should move, it is his/her responsibility to notify the officials at Medical Education Solutions.

### **NOTICE:**

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSE WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

### **STUDENT TUITION RECOVERY FUND**

By law, all educational institutions authorized to operate in the State of California must participate in the Student Tuition Recovery Fund (STRF). The statement below explains your rights with respect to the STRF.

The Student Tuition Recovery Fund (STRF) was established by the State Legislature to protect any California resident who attends a private post-secondary institution from losing money if he/she prepaid tuition and suffered a financial loss as a result of the school: (a) closing; (b) failing to live up to its enrollment agreement; or (c) refusing to pay a court judgment. To be eligible, you must be a "California resident" and reside in California at the time the enrollment agreement is signed or when you received lessons at a California mailing address from an approved institution offering correspondence instruction. Students who are temporarily residing in California for the sole purpose of pursuing and education, specifically those who hold student visas, are not considered a "California resident." It is

important that you keep copies of the enrollment agreement, financial aid papers, receipts or any other information that documents the monies paid to the school. Questions regarding the STRF may be directed to: Bureau for Private Postsecondary Education, 1625 North Market Boulevard Suite S-202, Sacramento, CA 95834. Telephone: (916) 574-7720.

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**California Education Code §94923; Title 5, California Code of Regulations §76020-76140**

The Student Tuition Recovery Fund (STRF) assessment rate for CA students is \$2.50 per \$1,000 of total charges.

Institutions shall collect the assessment from each student at the time it collects the first payment from or on behalf of the student at or after enrollment. The assessment shall be collected for the entire period of enrollment, regardless of whether the student pays the institutional charges in increments.

FOR EXAMPLE: If the total tuition charged is \$2,000; the amount would be \$5.

To be eligible, you must be a California resident and reside in California at the time the Enrollment Agreement is signed, or when you receive lessons at a California mailing address from an approved institution offering correspondence instruction. Students who are temporarily residing in California for the sole purpose of pursuing an education, specifically those who hold student visas, are not considered California residents.

To qualify for STRF reimbursement, you must file a STRF application within one year of receiving notice from the council that the school is closed. If you do not receive notice from the council, you have four years from the date of closure to file a STRF application. If a judgment is obtained, you must file a STRF application within two years of the final judgment.

It is important that you keep copies of the enrollment agreement, financial aid papers, receipts or any other information that documents the monies paid to the school. Questions regarding STRF may be directed to the Department of Consumer Affairs, 1625 North Market Blvd., Suite S-308, Sacramento, CA 95834, (916) 574-8200.

You may be eligible for STRF if you are a California resident, prepaid tuition, paid the STRF fee, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purposes, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law, or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. The school's breach or anticipatory breach of the agreement for the course of instruction.
5. There was a decline in the quality of the course of instruction within 30 days before the school closed, or if the decline began earlier than 30 days prior to closure, a time period of decline determined by the Bureau.
6. The school committed fraud during the recruitment or enrollment or program participation of the student.

You may also be eligible for STRF if you were a student who was unable to collect a court judgment rendered against the school for violation of the Private Postsecondary and Vocational Education Reform Act of 1989.

You must pay the state-imposed fee for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student who is a California resident, and who prepays all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer, unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF, and you are not required to pay the STRF fee if either of the following applies:

1. You are not a California resident.
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party.

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## SCHOOL PERFORMANCE FACT SHEET CALENDAR YEAR 2010

The California Private Postsecondary Education Act (CPPEA) of 2010, which is effective January 1, 2010, requires under section 94910 of CPPEA that a school provide information for each program offered in regards to completion rates, placement rates, licensure exam passage rates, and salary/wage information. The following information is data compiled from January 1, 2010 to December 31, 2010.

Prior to signing the enrollment agreement, you must be given School Performance Fact sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact sheet relating to completion rates, license examination passage rates, and salaries or wages, prior to signing enrollment agreement.

Program Name	Students Enrolled 2010	Completion Rate 94910(a)	Certification Pass Rate 94910(b)	Licensing Pass Rate 94910(c)	<i>Initial and Date</i> 94910(a)(b)(c)(d) 94902(b)(3)
Certified Nursing Assistant	70	66/94.3%	65/98.1%	55/84.6%	

Program Name	LOW 25 <sup>th</sup> percentile	MEDIAN 50 <sup>th</sup> percentile	HIGH 75 <sup>th</sup> percentile	<i>Initial and Date</i>
Certified Nursing Assistant	\$27,025	\$33,368	\$47,667	
Home Health Aide	\$19,921	\$23,281	\$27,451	

**Questions:** Any questions a student may have regarding this fact sheet that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at P.O. Box 980818, Sacramento, CA 95798-0818, [www.bppe.ca.gov](http://www.bppe.ca.gov),  
Phone: 888-370-7589. 94910(g)(2)

**Complaint:** A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling 888-370-7589 or by completing a complaint form, which can be obtained on the BPPE web site [www.bppe.ca.gov](http://www.bppe.ca.gov)

The source of the attached wage and salary data for the Certified Nursing Assistant offered at American Carequest-Medical Education Solutions is the Employment Development Department's Occupational Employment Statistics ([www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov))

To obtain a description of the manner the above statistics were gathered or to obtain a list of employment positions determined to be within the field with regards to job placement of graduates, please ask your enrollment representative. Wage and salary data was gathered using the following data: Graduate employment verification and the Employment Development Department's Occupational Employment Statistics. 94910(f)(1)(2)(3)

This fact sheet is filed with the Bureau for Private Postsecondary Education. Regardless of any information you may have relating to completion rates, placement rates, starting salaries, or license exam passage rates, this fact sheet contains the information as calculated pursuant to state law. 94910(g)(1)

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\_\_\_\_\_ This agreement is for the course **CERTIFIED NURSING ASSISTANT**.  
A total of 150 hours is required to complete the course.

**FEES AND CHARGES.** The student is responsible for the following fees and charges:

Registration (non-refundable)	\$ 100.00
Tuition	\$1099.00
<b>TOTAL CHARGES</b>	<b>\$1199.00</b>

\_\_\_\_\_ This agreement is for the course **HOME HEALTH AIDE**. A total of 40 hours is required to complete the course. CNA license required before taking the course.

**FEES AND CHARGES.** The student is responsible for the following fees and charges:  
Tuition varies depending on where CNA training was completed: with American CareQuest or outside.

	<i>With AMCQ</i>	<i>Outside AMCQ</i>
Registration (non-refundable)	\$100.00	\$100.00
Tuition	\$220.00	\$350.00
<b>TOTAL CHARGES</b>	<b>\$320.00</b>	<b>\$450.00</b>

**I certify that I have received School Performance Fact sheet and information regarding completion rates, examination passage rates, and salary or wage information included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact sheet.**

**I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.**

\_\_\_\_\_  
STUDENT NAME – PRINT

\_\_\_\_\_  
STUDENT SIGNATURE

\_\_\_\_\_  
SCHOOL OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Revised 11/01/10

**Q. What is the 2010 School Performance Fact Sheet?**

A: The 2010 School Performance Fact Sheet (the "2010 SPFS") is a document that all private postsecondary and vocational schools in California, including American CareQuest Inc. (AMCQ), are required to provide to each prospective student. The 2010 SPFS discloses certain information relating to the employment of AMCQ graduates.

**Q. Tell me about the Licensure/Examination Pass Rate.**

A. School programs that lead to employment for which passage of a state licensing examination is required are required by state law to annually report the license examination passage rates for the immediate preceding two years to the bureau and publish the passage rates in the SPFS.

These statistics are calculated by dividing the number of graduates who pass the examination by the number of graduates who take the licensing examination the first time that the examination is available after completion of the educational program.

The California Certified Shorthand Reporters examination (CSR) is given three times each year and is given in three different parts: Machine Dictation, English, and Procedures. All three parts must be passed for licensing. However, when one part is passed, the California Court Reporters Board allows that part to be saved while the other parts are passed.

**Q. How do I get more information if I have additional questions?**

A. To obtain further information regarding the 2010 School Performance Fact Sheet, AMCQ's policies relating to graduate employment, or AMCQ's placement statistics, please contact Medical Education Solutions administrator by telephone at (415) 885-3324 or by e-mail at [edu@americancarequest.com](mailto:edu@americancarequest.com)

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