

SAMPLE

ELM TERRACE GARDENS

PERSONAL CARE ADMISSION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between Elm Terrace Gardens, a Pennsylvania non-profit corporation, (called "Facility") and _____ [NAME OF RESIDENT (called "Resident") and _____ [NAME OF RESPONSIBLE PERSON OR GUARANTOR], if any, of _____ [ADDRESS], Resident's legal representative and/or the individual who has lawful access to Resident's income and financial resources available to pay for personal care services (called "Responsible Person" or "Guarantor"). The Responsible Person is liable only up to the amount of the Resident's financial resources. The Guarantor is personally liable for all of the financial obligations of the Resident under this Agreement.

Resident has the right to identify a Designated Person who shall be entitled to receive notice in the event of an emergency, termination of service, personal care home closure or other situations as indicated by Resident or as required by law. Resident is not required to name a Designated Person. Resident elects to name _____ of _____ as the Designated Person. The Designated Person may also be the Responsible Person or Guarantor if Resident so chooses.

Resident, having applied for admission, and, if applicable, Responsible Person or Guarantor, if any, affirm that the information, including all financial information, provided in the Application for Admission is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Facility, Resident, and if applicable, Designated Person and/or Responsible Person or Guarantor, if any, agree to the following terms and conditions:

1. PROVISION OF SERVICES.

1.1. Basic Services. Facility will provide Resident with:

- (a) assistance with or supervision in activities of daily living and/or instrumental activities of daily living. The Fee Schedule identifies those activities of daily living and/or

SAMPLE

instrumental activities of daily living, which are available to Resident as Basic Services and which are included in the Daily Service Fee. The Fee Schedule is attached hereto as Attachment "A" and is subject to change from time to time;

- (b) _____private _____ semi-private accommodations;
- (c) blankets, pillows, bed linens, towels, wash cloths, and soap;
- (d) laundering of linens, towels, and personal laundry;
- (e) three meals each day, except as otherwise medically indicated;
- (f) furnishings consisting of a bed, chair, storage area for clothing (i.e., chest of drawers and closet), bedside table/shelf, mirror and lamp. Resident, with the approval of Facility, may also supply his/her own furnishings.
- (g) certain activity programs and social services.

1.2 Ancillary Services. Facility will provide ancillary services, at the option and upon the request of the Resident, in exchange for additional charges as those charges are reflected in the Fee Schedule attached to this Agreement and incorporated by reference.

1.3 Personal Care Services Based on Outcome of Support Plan. Facility shall provide Resident with assistance with activities of daily living and/or instrumental activities of daily living consistent with Resident's Support Plan which shall be developed and implemented within thirty (30) days after admission as specified in Section 4.6 of this Agreement. The Support Plan shall be attached to this Agreement and may be subject to change from time to time. Some of the activities of daily living and/or instrumental activities of daily living specified in the Support Plan may not be included in the Daily Service Fee and Resident may be subject to an additional charge for such Ancillary Services as reflected on the Fee Schedule, which is attached hereto and may be amended from time to time by Facility.

2. CHARGES.

2.1 Recurring/Periodic Charges for Basic Services. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay, in advance, in exchange for the Basic Services the Daily Service Fee in effect at the time the service is rendered as such rate is reflected on the Fee Schedule, which may be amended from time to time by Facility upon notice to Resident. At the time of execution of this Agreement, the Daily Service Fee is \$140.00 _____ *initials*, which fee is subject to change from time to time.

SAMPLE

2.2 Additional Charges for Ancillary Services and Supplies. Resident and/or the individual specified in Section 2.5 of this Agreement shall be responsible to pay for other services and supplies provided by or through Facility, which are not covered by the Daily Service Fee. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay in exchange for Ancillary Services or Supplies the charges in effect at the time such Ancillary Services or Supplies are rendered, as such charges are reflected on the Fee Schedule. Any items not identified on the Fee Schedule ordered by a physician will be provided at charges established by Facility.

2.3 Charges for Reserving Resident's Personal Care Room. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay the full Daily Service Fee applicable at the time of Resident's absence for reserving Resident's personal care room for any days or periods of hospitalization, transfer or any other absences from the Facility. Resident's room is automatically reserved unless Resident indicates in writing Resident's intent not to reserve the room.

2.4 Method of Payment for Charges for Long Distance Telephone Calls. Resident and/or the individual specified in Section 2.5 of this Agreement shall pay the charge as assessed by Facility for all long distance telephone calls. The charges for long distance telephone calls will appear on the monthly statement provided to Resident by the Facility.

2.5 Party Responsible for Payment. The following individual(s) are responsible for payment, and are required to pay all applicable charges in accordance with this Agreement: Resident _____ *initials*; Responsible Person _____ *initials*; Guarantor _____ *initials*.

3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

3.1 Monthly Statements and Other Billings. Resident and, if applicable, the Responsible Person and/or Guarantor will receive each month a billing statement reflecting ancillary charges for the previous month and the amount due for Basic Services one month in advance. All bills are due and payable upon receipt.

3.2 Modification of Charges. Facility reserves the right to change from time to time the amount of its charges as reflected in the Fee Schedule or how and when its charges are computed, billed or become due. Facility shall provide thirty (30) days advance written notice of any changes in its Daily Service Fee or any changes in the prices of Ancillary Services.

3.3 Late Charges and Cost of Collection. Any bills unpaid after the tenth (10th) day of the month of issue are subject to a late charge of one and one-half

SAMPLE

percent (1.5%) per month, and Resident, and if applicable, Responsible Person or Guarantor is obligated to pay any late charges. In the event Facility initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident, and if applicable, Responsible Person or Guarantor shall be responsible to pay all attorney's fees and costs incurred by Facility in pursuing the enforcement of Resident's financial obligations under this Agreement.

3.4 Billing Information. Statements shall be sent to: _____
_____. Resident and/or Responsible Person or Guarantor agrees to notify the Facility within ten (10) days of any change in the billing address.

3.5 Obligations of Resident's Estate and Assignment of Property.
Resident and, if applicable, Responsible Person or Guarantor acknowledge the charges for services provided under this Agreement remain due and payable until fully satisfied. In the event of Resident's discharge for any reason, including death, this Agreement shall operate as an assignment, transfer and conveyance to Facility of so much of Resident's property as is equal in value to the amount of any unpaid obligations under this Agreement. This assignment shall be an obligation of Resident's estate and may be enforced against Resident's estate. Resident's estate shall be liable to and shall pay to Facility an amount equivalent to any unpaid obligations of Resident under this Agreement.

4. STANDARDIZED SCREENING, ASSESSMENTS AND MEDICAL EVALUATION.

4.1 Pre-Admission Screening and Medical Evaluation. Admission to Facility is conditioned upon Resident completing to the satisfaction of Facility a preadmission screening, including a mobility assessment, within thirty (30) days prior to admission, which indicates that the needs of Resident can be met by the services provided by Facility. Resident also shall have a medical evaluation and have a licensed physician, physician's assistant or certified registered nurse practitioner complete and sign an acceptable medical evaluation form within sixty (60) days prior to or within thirty (30) days after admission.

4.2 Initial Assessment. Resident shall have a written initial assessment, including a mobility assessment, completed by the Facility, subject to Facility approval, completed by a qualified human service agency within fifteen (15) days of admission.

4.3 Cost of Medical Evaluations. Resident is responsible for paying the cost of all medical evaluations and diagnostic tests whenever medical evaluations and diagnostic tests are required.

SAMPLE

4.4 Purpose and When Required. The purpose of the screening process, initial assessment and medical evaluation is to provide basic information about the care needed by Resident. Additional assessments, including mobility assessments, are required: (a) annually; (b) if the condition of Resident significantly changes prior to the annual assessment; or (c) at the request of the Department of Public Welfare upon cause to believe that an update or revised assessment is needed. Resident shall have a medical evaluation: (a) annually; or (b) if the medical condition of Resident changes prior to the annual medical evaluation.

4.5 Results of Screening and Medical Evaluation. In the event that a screening, assessment or medical evaluation indicates that Resident's care needs exceed the capabilities of Facility, as determined solely by the Facility, Resident shall be transferred or discharged under the terms and conditions set forth in this Agreement.

4.6 Support Plan. Facility shall develop and implement a written Support Plan for Resident within thirty (30) days after admission to Facility. The Support Plan shall describe the care, service or treatment needs of Resident. Resident may participate in the development and implementation of Resident's Support Plan, and may include Resident's Designated Person, if any, in making decisions about the services to be provided to Resident. Resident's Support Plan shall be revised within thirty (30) days upon: (a) completion of the annual assessment; or (b) changes in Resident's needs as indicated on the current assessment. The Support Plan, upon initial completion and any subsequent revisions, shall be attached to this Agreement. The service needs addressed in the Support Plan shall be available to Resident every day during Resident's stay in Facility, unless the Support Plan provides otherwise.

4.7 Level of Care Transfer Determination. The level of care required for Resident is initially determined and periodically reevaluated by Facility, and is determined solely by the Facility. If it is determined by Facility that Resident, due to a change in Resident's condition, requires a higher level of care than Facility provides, Resident and, if applicable, the Designated Person agree to the transfer of Resident to an appropriate, higher level of care facility within Community or a Special Service Facility to meet Resident's care needs in accordance with the terms and conditions specified under Section 10.5 of this Agreement.

5. PERSONAL FUNDS.

5.1 Personal Needs Allowance. The Resident and/or Responsible Person or Guarantor agree(s) to provide such personal funds, clothing and effects as needed, required or desired by the Resident. Resident shall retain the minimum amount of Resident's own funds per month for personal expenditures as required by the Department of Public Welfare, which amount currently is sixty dollars (\$60.00). If

SAMPLE

Responsible Person or Guarantor manages Resident's funds, then Responsible Person or Guarantor shall provide Resident with at least sixty dollars (\$60.00) per month for personal expenditures.

6. SSI PROVISIONS.

The following restrictions apply in this Agreement for Residents who receive or are eligible for SSI benefits:

6.1 Monthly Charges. SSI Residents shall be obligated to pay monthly charges, but shall not pay more than the SSI Resident's actual current monthly income reduced by a minimum personal needs allowance determined by the Department of Public Welfare. This provision shall not be construed to prohibit Facility from obtaining a third party guaranty for payment of the balance of the monthly charges above the Resident's allowable SSI amount.

6.2 Restrictions on Charges. If Resident is an SSI recipient or eligible for SSI benefits, the Resident shall receive the following items or services as needed:

- a. Necessary personal hygiene items, such as a comb, toothbrush, toothpaste, soap and shampoo. Cosmetic items are not included.
- b. Laundry services for personal laundry, bed linens and towels, but not including dry cleaning or other specialized services.
- c. Personal care services such as assistance or supervision with dressing, bathing, hygiene, and medication prescribed for self-administration, arrangements for special diets if dietary restrictions exist, and weekly housekeeping.

6.3 Restrictions on Supplemental Funds. If Resident is an SSI recipient or eligible for SSI benefits, payment for rent and other services shall not include funds received as lump sum awards, gifts or inheritances, gains from the sale of property or retroactive government benefits. Facility may seek and accept payments from funds received as retroactive awards of SSI benefits, but only to the extent that the retroactive awards cover periods of time during which Resident actually resided in Facility for which full payment has not been received.

SAMPLE

7. OBLIGATIONS OF RESPONSIBLE PERSON/GUARANTOR.

7.1. Non-SSI Recipients.

- (a) Responsible Person. Responsible Person may be required to enter into and sign a separate "Responsible Person Agreement" to evidence Responsible Person's financial obligations. When applicable, Responsible Person shall be responsible to pay from Resident's financial resources and shall be liable only up to the amount of Resident's resources.
- (b) Guarantor. Guarantor may be required to enter into and sign a separate "Guaranty and Suretyship Agreement" to evidence Guarantor's financial obligations. When applicable, Guarantor shall be jointly and severally liable for all of Resident's financial obligations under this Agreement and shall guarantee payment in the event Resident does not pay Facility for all charges incurred under this Agreement within thirty (30) days of the payment due date.

7.2 SSI Recipients. If Resident enters into an agreement with Guarantor, and Resident enters Facility as an SSI recipient or becomes an SSI recipient during Resident's stay, then Guarantor shall be primarily liable for all unpaid charges incurred under this Agreement, except those charges associated with food, clothing and shelter. In such situations, Guarantor shall enter into and sign a separate "Third Party Payment Agreement" to evidence Guarantor's financial obligations.

8. RENT REBATE BENEFITS.

Resident may apply for any benefits to which Resident may be entitled under the Senior Citizens Rebate and Assistance Act. Facility may not seek or accept in excess of one-half of any rent rebate monies received by Resident under the Senior Citizens Rebate and Assistance Act.

9. FINANCIAL MANAGEMENT.

9.1 Authorization Requirements. Resident has the right to manage his or her own personal funds. The Facility does not accept financial management of Resident Personal Funds

SAMPLE

9.2 Resident Obligations. If Resident is unable to pay all or part of the Daily Service Fee, Facility may request a current financial statement of Resident and, if Resident does not provide such statement within thirty (30) days of request, Facility reserves the right to terminate this Agreement, subject to the requirements of Section 10 below. Should Resident find his/her current income insufficient to meet his/her financial obligations, Resident shall take necessary steps to liquidate capital assets in order to keep his/her account on a current basis. Resident further agrees that should his/her assets and income become insufficient to pay current obligations, he/she will apply for financial assistance through such federal, state, local or other programs for which Resident may be eligible.

10. TERMINATION, TRANSFER OR DISCHARGE.

10.1 Facility initiated. Facility may terminate this Agreement and Resident's stay, and transfer or discharge Resident if:

- a. It is determined by the Facility that Resident's functional level has advanced or declined so that resident's needs cannot be met by Facility, or
- b. Resident, in the Facility's sole opinion, is a danger to himself/herself or others; or
- c. If the Facility chooses to voluntarily close all or a portion of Facility, or
- d. Documented violation of Facility's rules, regulations, policies or procedures; or
- e. Resident has failed to pay after reasonable documented efforts by Facility to obtain payment; or
- f. Meeting resident's needs would require a fundamental alteration in Facility's program or building site, or would create an undue financial or programmatic burden on Facility.
- g. Closure of Facility is initiated by the Department of Public Welfare.

10.2 Notice. If Facility initiates a transfer or discharge of Resident, or Facility closes, thirty (30) days prior written notice, except as is provided in Section 10.3,

SAMPLE

shall be provided to Resident and/or Designated Person, if any, and the referral agency, if any, citing the reasons for the discharge or transfer. Facility will notify Resident and and/or Designated Person, if any, (or if none, a family member or legal representative of the Resident, if known to Facility) at least thirty (30) days in advance of transfer or discharge.

10.3 Waiver of Notice for Facility Initiated Discharge or Transfer. If a delay in discharge or transfer would jeopardize the health or safety of Resident or others in the Facility, as certified by a physician or the Department of Public Welfare, or both; the thirty (30) day notice period may be waived, and Facility shall give only such notice as is reasonable and practicable under the circumstances.

10.4 Facility Closure. In the event of a partial or complete closure, Facility shall submit to each affected Resident at least thirty (30) days before closure, a written statement of the intent to close and the projected date. Copies shall be provided to the Department of Public Welfare; the Resident and his/her Designated Person, if any; any agencies which participated in referral of the Resident to the Facility; and any agencies currently providing services to the Resident.

10.5 Level of Care Transfer to a Nursing Facility. There is no guarantee or assurance that a nursing care bed in Elm Terrace Garden's Nursing Facility will be available at such time as Resident may need to transfer to a nursing facility for the provision of a higher level of care than Facility provides. In order to transfer to Elm Terrace Garden's Nursing Facility, Resident must meet all the criteria for admission, including the financial requirements, and sign a separate admission agreement. In the event that there is no bed available in the nursing facility, or Resident fails to meet the requirements for admission to the nursing facility at such time as Resident needs to be transferred, Resident may be transferred to another nursing facility duly licensed to provide nursing care by the Pennsylvania Department of Health. The expense of such transfer and care, including the cost of transport service, shall be the obligation of the Resident.

10.6 Transfer to Hospital or Other Outside Facility. In the event of illness or deterioration in the physical or mental condition of Resident requiring a higher level of care than provided by Facility, Resident shall be transferred to an appropriate health care provider. The expense of such transfer and care, including the cost of transport service, shall be the obligation of Resident.

10.7 Documentation. The date and reason for the discharge or transfer, and the destination of the Resident, if known, shall be recorded in Resident's record.

10.8 Resident Initiated. Resident may terminate this Agreement upon thirty (30) days written notice to Facility. If Resident leaves Facility for any reason other

SAMPLE

than a medical emergency or death, Resident must give written notice to Facility at least thirty (30) days in advance of transfer, discharge or termination of this Agreement. If Resident fails to give thirty (30) days advance written notice to terminate or Resident, after giving notice to terminate, leaves Facility before the expiration of the required thirty (30) day notice period, Resident shall remain responsible for payment of the Daily Service Fee and other charges then in effect for Resident's stay and care for the entire thirty (30) day notice period, whether or not Resident resided in Facility during that time.

10.9 Withdrawal Against Advice. In the event Resident withdraws from Facility without the consent of Facility and against the advice of his/her attending physician and/or the Medical Director, all of Facility's responsibilities for the care of Resident are terminated.

11. DEATH OF RESIDENT.

11.1. Facility Responsibility. Facility assumes no responsibilities or obligations, which may arise upon the death of Resident except notice to Resident's proper representative. All funeral arrangements and expenses are the obligation of the Resident's Estate and/or those individuals responsible by law. Unless otherwise agreed, Facility will assume no responsibility for life insurance policies or benefits for any deceased Resident. Resident's survivors shall be responsible for making application for survivor benefits.

11.2 Transfer. In the event of Resident's death, Facility is authorized to arrange for the transfer of Resident's body to the Funeral Home designated by Resident at the time of admission. Facility shall notify the person(s) designated by Resident in the event of Resident's death. Resident's Estate or those individuals obligated by law are responsible for the payment of all costs associated with the transfer and funeral.

SAMPLE

12. REFUNDS.

12.1 Refunds of Personal Funds. Resident's personal needs allowance and any funds that Facility is holding for Resident in bank accounts will be refunded within two (2) business days after the permanent transfer or discharge of Resident from Facility, and termination of this Agreement, subject to deductions for outstanding bills or other amounts due the Facility. Any other personal funds being managed or held by Facility on behalf of Resident will be refunded within two (2) business days from the date that Resident's room is cleared of Resident's property, subject to deductions for outstanding bills or other amounts due the Facility. In the event of Resident's death, the refund will be made to the duly authorized representative of Resident's Estate, to the Responsible Person or Guarantor designated under this Agreement, or to other persons entitled to property under current law.

12.2 Advance Payments. Any funds paid in advance for Basic Services, subject to deductions for payment of outstanding bills, costs incurred to restore or repair Resident's personal care room or other amounts due the Facility, will be refunded to Resident within thirty (30) working days after the permanent transfer or discharge of Resident from the Facility, and termination of this Agreement. In the event of Resident's death, Facility shall refund to Resident's Estate or to such parties or persons entitled to the property under current law any unused portion of advance payments for Basic Services made by Resident or Responsible Person and held by Facility after deductions for payment of any outstanding bills, costs incurred to restore or repair Resident's room or other amounts due the Facility, within thirty (30) days from the date that Resident's personal property is removed from Resident's room.

12.3 Admission Fee. In the event of Resident's death prior to admission, Facility shall refund the Admission Fee within seven (7) days of receipt of a copy of the Death Certificate. In the event that Resident decides not to enter Facility, the Admission Fee is non-refundable. The admission fee is non-refundable after admission.

13. FACILITY RULES, REGULATIONS, POLICIES, AND PROCEDURES.

13.1 Source of Rules. Resident shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and Facility's rules, regulations, policies and procedures as published in the Personal Care Guide to Services or other documents or publications made available by the Facility. Facility reserves the right to amend or change its rules, regulations, policies and procedures. A copy of the Personal Care Guide to Services containing an explanation of Facility's rules, regulations, policies and procedures shall be provided to Resident upon admission. The Facility's rules, regulations, policies and procedures shall not be construed as imposing any contractual

SAMPLE

obligations on Facility or granting any contractual rights to Resident, and are subject to change from time to time.

13.2 Smoking. The Facility does not permit resident smoking anywhere on its premises.

13.3 Pets. Pets are not permitted in accordance with Facility policy as described in the Personal Care Guide to Services.

14. PERSONAL AND OTHER PROPERTY

14.1 Responsibility for Maintenance and Loss. Resident is responsible for furnishing and maintaining his or her own clothing, jewelry and possessions and other items of property as needed or desired. Facility shall provide Resident with a lock box in which Resident can keep his/her cash or other personal valuables. Facility shall not be responsible for cash or other personal valuables, which are not kept in a lock box. Resident may obtain at his/her own expense, property insurance to cover potential damage to or loss of personal property. If damage or loss occurs to Resident's property, the Facility will investigate each incident of loss or damage to determine liability and assess responsibility depending on the facts and circumstances of each incident. The Facility shall be responsible for only such losses or damages as are attributed by the Facility to the negligence or fault of the Facility.

14.2 Disposition and Storage Upon Resident's Death. Upon the Resident's death, Facility shall contact Resident's authorized representative within twenty-four (24) hours to arrange for an inventory of Resident's personal property. Facility is authorized to transfer Resident's personal property to a duly authorized representative of Resident's Estate or to such parties or persons entitled to the property under current law. The duly authorized representative of Resident's Estate or other persons entitled to property under current law must acknowledge, in writing, the receipt of the personal property transferred to his or her custody by Facility. After Resident's death, Facility may keep Resident's personal property in Resident's personal care room for a period of time up to thirty (30) days or until the property is claimed by an authorized representative of Resident's Estate or any parties or persons entitled to the property under current law, whichever is sooner. The Daily Service Fee will continue to be charged until all of the Resident's property is removed from the Resident's personal care room. After completing an inventory, Facility, in its sole discretion, may move and place Resident's personal property into storage at Facility's expense. If property held in storage is not claimed within thirty (30) days, Facility shall send a notice to the authorized representative via certified mail that if items in storage are not removed within fourteen (14) days, Facility may dispose of Resident's property.

SAMPLE

14.3 Disposition and Storage Upon Resident's Transfer or Discharge. If Resident's personal property is not claimed or removed within twenty-four (24) hours of Resident's permanent transfer or discharge, Facility shall move and place Resident's personal property in storage until claimed. In its sole discretion, Facility may permit a longer time for removal of Resident's possessions in exchange for payment at the Daily Rate. If Resident's personal property remains unclaimed for thirty (30) days after permanent transfer or discharge, Facility may dispose of Resident's property. Resident or Resident's Estate shall be obligated to pay all costs of storage or disposition and shall bear the risk of loss or damage to the property. Resident shall be obligated to pay a storage fee for each day of storage as reflected on the Fee Schedule.

14.4 Damage to Room or Facility Property. Resident or Resident's Estate is responsible for any damages caused to Facility property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on such reasonable charges as may be assessed by Facility for such repair or replacement.

15. RESIDENT RECORDS.

Resident consents to the release of Resident's personal and medical records maintained by the Facility for treatment, payment and operations as determined reasonably necessary by the Facility. Any such release may be to the Facility's employees, agents and to other health care providers from whom the Resident receives services, to third-party payors of health care services, to any MCO in which Resident may be enrolled, or to others deemed reasonably necessary by the Facility for purposes of treatment, payment and operations. Release of records for other purposes shall be done in accordance with applicable law, with a specific authorization from the Resident where required. Authorized agents of the state or federal government, including the Long Term Care Ombudsman, may obtain Resident's records without the written consent or authorization of Resident.

16. PERSONAL CARE SERVICES AUTHORIZATION.

Resident authorizes Facility to provide personal care services consistent with the terms of this Agreement.

17. ADVANCE DIRECTIVES.

If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses or conditions, Resident shall provide a copy of the living will or advance directive to Facility,

SAMPLE

and a copy of any revisions or changes made to the document during Resident's stay at Facility.

18. DURABLE FINANCIAL POWER-OF-ATTORNEY.

Resident is strongly encouraged to furnish to Facility, no later than the date of admission, a durable Power-of-Attorney executed by Resident as Principal designating someone other than the Facility or a representative or affiliate of Facility as Agent, for the limited purpose of financial decisions and payment of services. In the event Resident fails to designate an Agent under a Power-of-Attorney, Resident, as specified in Section 19 of this Agreement, shall be responsible to pay for any guardianship proceedings related to the appointment of someone or a legal entity to make decisions on behalf of Resident, if and when Resident lacks capacity to make such decisions as determined by Facility.

19. CAPACITY OF RESIDENT AND GUARDIANSHIP.

If Resident is or becomes unable to understand or communicate, and is determined prior to or after admission to be partially or completely incapacitated, then, in the absence of Resident's prior designation of an authorized legal representative, or upon the unwillingness or inability of the legal representative to act, Facility shall have the right to commence a legal proceeding to adjudicate Resident incapacitated and to have a court appoint a guardian for Resident. The cost of the legal proceedings, including attorney's fees, shall be paid by Resident or Resident's Estate.

20. RELATIONSHIP OF PERSONAL CARE ADMISSION AGREEMENT TO RESIDENTIAL LIVING AGREEMENT (LIMITED LIFECARE).

If Resident is admitted to Facility in accordance with the level of care transfer provisions of a Residential Living Agreement (Limited Lifecare) for continuing care, then, to the extent not deemed contrary to any applicable governmental regulations, the terms and conditions of the Residential Living Agreement (Limited Lifecare) shall govern and control the relationship between the parties and supersede any conflicting provisions of this Agreement.

SAMPLE

21. NOTICE.

Wherever written notice is required to be given to Facility under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

Elm Terrace Gardens [Facility Name]
660 North Broad Street [Address]
Lansdale, PA 19446

Notice to Resident will be provided by personal delivery to Resident's unit, or where applicable, by first-class mail to Responsible Person or other Designated Person.

_____ (RESPONSIBLE PERSON/DESIGNATED PERSON, if any)

22. INDEMNIFICATION.

Resident shall indemnify and hold the Facility harmless from, and is responsible to pay for any damages, including attorneys' fees and reasonable costs, or injuries to other persons and residents which occur in or on the grounds of Facility or to the property of other persons or residents in or on the grounds of Facility caused by the acts or omissions of Resident, to the fullest extent permitted by law.

23. FACILITY'S GRIEVANCE PROCEDURE.

23.1 Reporting Complaints. If Resident or Designated Person, if any, believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident or in any other way, Resident, and/or Designated Person may file a complaint with the Department of Public Welfare's personal care home regional office, local ombudsman or protective services unit in the area agency on aging, Pennsylvania Protection & Advocacy, Inc., or law enforcement agency. Resident and/or Designated Person may also make his/her complaint known to Facility's staff. The procedure for filing a complaint with Facility or one of the aforementioned entities is described in the Personal Care Guide to Services.

23.2 Facility's Obligations. If Facility receives notice of a complaint, Facility shall investigate and address the resolution of the complaint. Facility shall initially provide a complainant with a status report regarding the steps that Facility is

SAMPLE

taking to investigate and address the complaint. If Resident is not the complainant, Resident and Designated Person shall receive the status report unless the Resident's Support Plan indicates otherwise. Facility also shall give the complainant and Designated Person, if any, a written decision explaining the investigation findings and the action Facility will take to address the complaint. If Resident is not the complainant, then he/she shall be given a copy of the written decision unless Resident's Support Plan indicates otherwise.

24. MISCELLANEOUS PROVISIONS.

24.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, personal representatives, successors and assigns.

24.2 Severability. The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

24.3 Modifications. Facility reserves the right from time to time to modify unilaterally the terms of this Agreement consistent with law. Facility also reserves the right to request a change in the terms of this Agreement. Facility will give Resident and Resident's Designated Person, if any, thirty (30) days advance written notice of any such modifications or any such proposed modifications.

24.4 Waiver of Provisions. Facility reserves the right to waive any obligation of Resident under the provisions of this Agreement in its sole and absolute discretion. No term, provision or obligation of this Agreement shall be deemed to have been waived by Facility unless such waiver is in writing by Facility. Any such waiver by Facility shall not be deemed a waiver of any other term, provision or obligation of this Agreement, and the other obligations of Resident under this Agreement shall remain in full force and effect.

24.5 Rescission Period. Resident, or Designated Person has the right to rescind this Agreement for up to seventy-two (72) hours after the initial dated signature of this Agreement. Resident or Designated Person must notify Facility in writing of the decision to rescind this Agreement. The notice of the rescission must be received by Facility or be postmarked before the lapse of the seventy-two (72) hour rescission period. In the event Resident or Designated Person rescinds this Agreement, Resident shall pay only for services received.

SAMPLE

25. ACKNOWLEDGMENTS.

25.1 Fee Schedule. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) the receipt of a copy of the Fee Schedule and the opportunity to ask questions about Facility's charges. The Fee Schedule is attached to this Agreement and incorporated by reference.

25.2 Resident Rights and Complaint Procedures. Resident and, if applicable, Designated Person acknowledge being informed orally and in writing of Resident's Rights and the right to lodge complaints without intimidation, retaliation or threats of retaliation of Facility or its staff persons against Resident. Resident and Designated Person, if any, acknowledge(s) the receipt of a copy of the Resident Rights and Complaint Procedures and having an opportunity to ask questions about those rights/complaint procedures.

25.3 Agreement. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor acknowledge(s) that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Facility, and that they have had an opportunity to ask questions about this Agreement. A copy of the signed Agreement shall be provided to Resident and a copy shall be included in the Resident's record.

25.4 Personal Care Guide to Services. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge(s) receipt of a copy of the Personal Care Guide to Services and the opportunity to ask any questions about Facility's rules, regulations, policies, and procedures. The Facility's Personal Care Guide to Services shall not be construed as imposing any contractual obligations on Facility, or granting any contractual rights to Resident, and is subject to change from time to time.

25.5 Personal Care Regulations. Resident and, if applicable, Designated Person and/or Responsible Person or Guarantor, if any, acknowledge having been informed of the location of the Department of Public Welfare Personal Care Home Regulations posted in the Facility.

SAMPLE

Attachment A Personal Care Fee Schedule FY 2006 - 2007

Beauty & Barber Shop Charges

Basic Permanent	\$45.00
Wash & Set	\$13.00
Shampoo	\$4.00
Mens Haircut	\$12.00
Womens Haircut	\$12.00
Blow dry and curling iron (long hair extra)	\$13.00
Conditioning	\$1.00
Rinse	\$1.00
Color	\$25.00

Food Services Fees

Resident tray service, per tray	\$1.35
Guest breakfast	\$5.20
Guest Continental Breakfast (Sunday)	\$5.20
Guest Luncheon	Market Price
Guest Dinner - Week Night	\$11.40
Guest Dinner - Weekend	\$13.50
Guest Dinner - Theme Night	\$15.50
Guest Dinner - Birthday Night	\$15.50
Guest Dinner - Holiday	\$17.50
Children	Half Price

Guest Quarters

Single or Double, per night, includes 2 meals per night's stay	\$98.00
Single or Double, per night, enhanced services	\$142.00

Handyman Fees (prices do not include 6% Sales Tax)

Handyman, per hour	\$72.00
--------------------	---------

Telephone

Monthly Line Charge	\$16.00
---------------------	---------

SAMPLE

MEDICAL SERVICES

Personal Care Facility Charges

Private Suite, per diem, in unit	\$140.00
Private Suite, per diem, off unit	\$130.00

Therapy Charges

Occupational Therapy, per unit	\$45.00
Physical therapy, per unit	\$45.00
Speech Therapy, per unit	\$45.00

Pharmacy, Over the Counter Medications, Medical and Therapeutic Supplies.

The items and associated charges are too numerous to list, however, we are listing a few and we continually search for the best value to contain our own expenses and yours.

Monthly administration fee for residents utilizing another pharmacy	\$31.00
---	---------

Durable Medical Equipment Rental & Procedures Charges

The items and associated charges are too numerous to list, however, we are listing a few and we continually search for the best value to contain our own expenses and yours.

O2 Concentrator	\$95.00 month/\$3.25 day
Nebulizer	\$31.00 month/\$8.50 week
Finger Sticks	\$5.25 each

Transportation to Physician, RT (Lifecare contract holder)	\$4.00
Transportation to Physician, RT (all others)	\$25.00

Please Note: This price list is not necessarily exhaustive and items may be added to this list from time to time. All prices stated in this price list may be changed with 30 days advanced notice.

SAMPLE

RESIDENT-HOME CONTRACT - 55 Pa. Code 2600.42 ADDENDUM A RESIDENT RIGHTS

- A. A resident may not be discriminated against because of race, color, religious creed, disability, handicap, ancestry, sexual orientation, national origin, age or sex.
- B. A resident may not be neglected, intimidated, physically or verbally abused, mistreated, subjected to corporal punishment or disciplined in any way.
- C. A resident shall be treated with dignity and respect.
- D. A resident shall be informed of the rules of the home and given 30 days written notice prior to the effective date of a new home rule.
- E. A resident shall have access to a telephone in the home to make calls in privacy. Non-toll calls shall be without charge to the resident.
- F. A resident has the right to receive and send mail.
 - 1. Outgoing mail may not be opened or read by staff persons unless the resident requests.
 - 2. Incoming mail may not be opened or read by staff persons unless upon the request of the resident or the resident's designated person.
- G. A resident has the right to communicate privately with and access the local ombudsman.
- H. A resident has the right to practice the religion or faith of the resident's choice, or not to practice any religion or faith.
- I. A resident shall receive assistance in accessing health services.
- J. A resident shall receive assistance in obtaining and keeping clean, seasonal clothing.
- K. A resident has the right to access, review and request corrections to the resident's record.
- L. A resident has the right to furnish his room and purchase, receive, use and retain personal clothing and possessions.
- M. A resident has the right to leave and return to the home at times consistent with the home rules and the resident's support plan.

SAMPLE

- N. A resident has the right to relocate and to request and receive assistance, from the home, in relocating to another facility.
- O. A resident has the right to freely associate, organize and communicate with others privately.
- P. A resident shall be free from restraints.
- Q. A resident shall be compensated in accordance with State and Federal labor laws for labor performed on behalf of the home.
- R. A resident has the right to receive visitors for a minimum of 12 hours daily, 7 days per week.
- S. A resident has the right to privacy of self and possessions.
- T. A resident has the right to file complaints with any individual or agency and recommend changes in policies, home rules and service of the home without intimidation, retaliation or threat of discharge.
- U. A resident has the right to remain in the home, as long as it is operating with a license.
- V. A resident has the right to receive services contracted for in the resident-home contract.
- W. A resident has the right to use both the home's procedures and external procedures, if any to appeal involuntary discharge.
- X. A resident has the right to a system to safeguard a resident's money and property.
- Y. A resident has the right to choose his own health care.

SAMPLE

Grievances and Complaints

You are encouraged and assisted throughout your stay to exercise your rights. To this end, you may voice grievances and recommend changes in policies and services to Elm Terrace Gardens.

In addressing any concerns or problems, you or your responsible party are requested to follow the procedure outlined below.

1. Report the problem or complaint directly to the Personal Care Administrator or Assistant Administrator.
2. If you are dissatisfied with the resolution, report the grievance to Elm Terrace Gardens' President. Please make your report in writing if possible.
3. If your grievance continues to be unresolved, you have the right to send your written grievance to Elm Terrace Gardens' Board of Directors. After careful review, the Board will respond to you in writing.
4. You may contact one of the local or state agencies listed in Resident's Rights and in your Personal Care Agreement if you believe that your grievance was not properly resolved at Elm Terrace Gardens. You may contact the Ombudsman in the Montgomery County Office of Aging and Adult Services, Court House, Norristown, Pa. 19401 at 610-278-1059. The Ombudsman serves as an advocate and representative for the resident.

Administration and staff are dedicated to providing quality services to all residents. We are open to any suggestions or constructive criticisms you may have regarding personal care services and we will make every attempt to improve them with available resources.