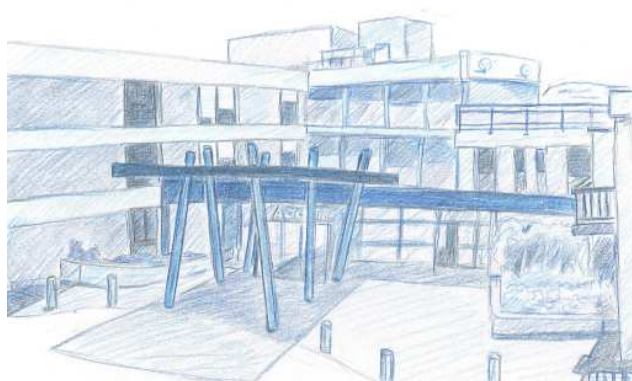




RESIDENTIAL CONTRACT



**Unit for long lasting Care
(USLD)**



**Housing Institution for Dependent
Elderly Persons (EHPAD)
du Pré d'Aubié**

Considering article 8 3rd of the Law n° 2002-2 of the 2nd of January 2002, this contract of residence is concluded between :

On the one hand,

The hospital 'Centre Hospitalier de Saint Céré', represented by the Director acting in accordance with the provisions of article L.714.12 of the Code of Public Health,

And on the other hand,

- Miss
- Mrs
- M

Date of birth place of birth

Called hereinafter "the Resident",

Represented if needed by :

- Miss
- Mrs
- M

Date of birth place of birth

Address

Telephone number

Blood relationship with the resident

Called hereinafter "the legal Representative",

THE FOLLOWING HAS BEEN AGREED:

ARTICLE 1 : Nature of contract

This contract has been concluded for 1 month, renewable by tacit agreement, between the Resident or his/her legal Representative, the hospital 'Centre Hospitalier de Saint-Céré' and the sickness benefits funds, the 'Caisse Primaire d'Assurance Maladie' upon presentation of a medical file established by the coordinating doctor of the institution.

ARTICLE 2 : Admission conditions

The Institution accepts people on their own and couples aged 60 and beyond if they are covered by an institution mentioned in article 1, 4^e of the law n° 2002-2 of the 2nd of January 2002, concerning social and medical-social institutions.

Persons who need continuous nursing care dependent on ITMC (Important technical Medical Care) or disoriented persons with wandering problems can't be admitted to the EHPAD.

As a priority, the institution will accept elderly people living in the town and the department. And concerning the EHPAD du Pré-d'Aubié, the mutual funds of LA POSTE has financed the construction and the equipment of the structure and has reserved and is entitled to two priority beds.

The admission is given by the Director after examination based on:

- the opinion of the coordinating doctor (please join the de medical certificate of the general practitioner describing the pathology of the resident, the possible food diets and the current treatments)
 - The administrative file that has to contain :

- ♦ the completed information form and, if necessary :
- ♦ proof of pension
- ♦ the inland revenue notification of taxation or exemption
- ♦ a copy of the family booklet (or a birth extract if not married)
- ♦ the 'carte vitale' and the certificate of the mutual insurance company
- ♦ a certificate of civil liability insurance
- ♦ 2 photos
- ♦ 1 bank identification statement ('Relevé d'identité bancaire')
- ♦ 1 document as proof of insurance
- ♦ A signed list of the furniture the resident brought with him/her

ARTICLE 2 BIS : Information for the users

The resident or his/her family will appoint a person who will be charged with informing the other members of the family.

ARTICLE 3 : Assessment of dependency

The assessment of dependency is carried out by means of the AGGIR grid. This is a model that allows the assessment of the expression of the autonomy of an elder person by observing the activities he/she does on his/her own, he/she can do partially or not at all.

ARTICLE 4 : Description of the services

The functioning of the Institution is defined in the booklet of the different structures that is handed over on arrival to all new residents.

4-1 Treatment and care

Every flat or room is equipped with alarm bells that are connected day and night to the staff on duty. The Institution takes care of the following:

- All the services provided by the nurses and carers of the structure
- The supplying of the small medical devices necessary for the treatments
- The supplying and the maintenance of medical beds with adjustable height, wheelchairs, Zimmer frames, etc. ...
- The amortization of the big medical devices.

4-2 Housing

Assigned room or flat :

- Type N°
- T1
- T1 bis EHPAD Pré d'Aubié
- Room USLD

The Institution takes care of the water, the electricity and the heating. The Resident is allowed a television set and a telephone according to the conditions stipulated in the booklet handed over on arrival. The Institution will take care of the maintenance of the premises and the furnishings of the institution.

4-3 Eating facilities

The Institution will provide the residents with breakfast, lunch, snacks and dinner. The conditions are described in the booklet handed over on arrival.

4-4 Linen

The Institution provides table linen, towels, bed linen and will take care of their laundering. The Institution will take care of laundering of personal items if such is the wish of the family and on the provision that every item has a label with the name of the resident in red (+ LS + red circle), and is compatible with industrial treatment. Dry cleaning and the laundering of delicate items have to be carried out by the resident. However, the institution is not accountable for loss or damage of personal linen or clothing.

4-5 Activities

Several activities are proposed to the Residents:

- Manual hobby's, games, films, soft exercises, trips
- Accompanying to church on feast days
- Encounter with clubs

The activities on site are free: but the hairdresser, the pedicure and transports are chargeable to the resident. The administrative staff can help you (make appointments, write your letters...).

4-6 Other services : The Institution pays for the supply of incontinence materials.

ARTICLE 5 : Tariff of the services

The pricing of the Housing Institution for Dependent Elderly Persons (EHPAD) has been redefined since the 1st of January 2002. And for all Residents of 60 and plus it has been divided in three parts:

- Prices for housing
- Prices for dependency
- Prices for care

The prices for the housing and dependency are established by the President of the General Council after a crossed consultation procedure with the Prefect.

The prices are reassessed on a yearly basis and are set out in the annex joined to this contract.

ARTICLE 6 : Invoicing of the services

Staying costs:

The invoice for the fixed price for dependency and housing is established every month.

For « paying » Residents, the notification with the amounts to be paid is sent to the person concerned, to the family or to the guardianship body and has to be paid every month. The housing benefit will be paid directly to the pensioner (USLD) or to the Institution (EHPAD).

For Residents benefitting from social assistance, the notification with the amounts to be paid will be sent to the General Council after having obtained the agreement of the commission and after deduction of the APA benefit. Pensions and the APL (housing benefit) and APA (individual autonomy allowance) are paid directly to the collector of the Exchequer.

In the event social assistance is denied, the resident will be considered to be a paying resident as from the day of arrival. And if necessary the contribution of the possible persons obliged by law to provide for him/her, will be requested in accordance with articles 1305 and following of the Civil Code.

A commitment to pay has to be signed by the resident or his/her legal representative. In the event social assistance is requested, he/she commits himself/herself to pay at every due date, a provision equal to 90% of his/her monthly income or the share of aforesaid monthly income that exceeds the minimum legal amount.

Concerning EHPAD : In the case a Resident does not occupy his/her room because of a short stay in hospital, his/her room will be kept in his/her name. And concerning the amount invoiced during his/her absence, if the stay in hospital lasts less than 72 hours, no deduction of the fixed daily hospital rate will be made ; if the stay lasts longer than 72 hours, the fixed daily hospital rate will be deducted from the fixed daily price for the housing from the 4th day on and till the last day

In case of absence for personal reasons (with a maximum of 30 days per year), the Resident has to inform the management by letter within a week of the dates during which he/she will not stay in the Institution. A fixed daily contribution of 10 € (which corresponds with the cost for food) established on the basis of the yearly budget, will be deducted from the 4th day of absence on.

ARTICLE 7 : Termination of the contract

This contract can be terminated according to the following provisions:

- ✓ The Resident wants to end his/her stay. He/she has to inform the Management of the Institution at least eight days beforehand. If the notice is handed over in the course of a month, the occupation will stay in effect until the last day of the month.
- ✓ The Resident's behaviour is not compatible with life in community or he/she contravenes repeatedly the provisions of the House Rules. In this case, a procedure for urgent termination will be initiated by the institution against the resident. The Resident or his/her legal representative will be informed of the exclusion of the Resident by registered letter with acknowledgement of receipt one month before the exclusion. In the event of serious perturbation of the life in community because of the resident, the institution has the right to shorten the notice or to terminate the contract without notice (urgent situation to protect life in community).
- ✓ In the event and on the basis of a medical opinion stating that the resident can't stay in the structure (patient in the state of a vegetative coma, psychiatric disorder or violent behaviour, wandering patient with dementia, resident of the EHPAD needing, during his/her stay Important Technical Medical Care). The Resident or the Legal Representative will be informed by letter and has then a maximum notice of one month. After aforesaid notice, the residential contract will become automatically void.
- ✓ In the event of non-payment : after having established that two terms have not been paid for, the director will notify the Resident or the legal Representative by registered letter with acknowledgement of receipt that the resolution clause will take effect within a term of 30 days following the notification if no payment is made. For persons who receive APL benefit, the resolution clause can only take effect after consultation of the Departmental Commission for Individual Housing Benefit (APL).
- ✓ In case of death: the family, the legal representative or the representative of the heirs will be immediately informed : the management of the institution will do everything possible to execute the will of the deceased or his/her duly appointed representative. The invoicing for dependency and housing (with deduction of the applicable fixed daily rate in the event of hospitalisation) will cease on the date of death. The personal belongings will be handed over to the family and the valuable items and jewels will be deposited at the Exchequer's office after inventory. The family has maximum 72 hours to vacate the room. After this delay, the Institution will be entitled to take the room back.

The director of the Institution or his representative will take every adequate measure, in agreement with the concerned parties, and on the basis of the opinion of the doctor in charge of the treatment if present and the medical team of the institution.

ARTICLE 8 : Responsibility of the Institution and the Resident

To avoid theft or losses, it is advised that the resident deposits at the treasurer's office of the Institution any sums in cash and all valuable items and titles. The modalities are described in the House Rules. If the resident doesn't take this precaution, the Institution can't be hold accountable for losses or theft.

For all civil liability problems, the Resident has to provide a certificate of civil liability insurance (and in particular to insure the television set, the telephone etc..).

A copy of the list of furniture and items in the possession of a resident will be retained by both parties.

ARTICLE 9 : Information concerning the appointed person

In every file of nursing care the name of the doctor in charge of treatment and the appointed person by the family has to be noted. The person appointed by the family is the person who will be informed of or requested to act relating to all decisions concerning the Resident.

The referred doctor of the Institution is the doctor responsible for the ward. De referred doctor is the person the family can call to be informed about the health of the Resident. And a representative of the families also participates at the meetings of the Board of Directors.

ARTICLE 10 : House rules

The booklet or the House Rules are handed over to the resident or his/her legal representative on arrival. By signing this contract, he/she confirms that he/she has read the booklet and/or the house rules and commits himself/herself to abide by them.

In Saint Céré, the

The Resident
Or his/her legal representative

The Director
or his Representative

Name:
Capacity :