

RLOVESENIORS
DISADVANTAGED SENIORS ASSISTANCE PROGRAM AGREEMENT

RLOVE Inc, dba RLoveSeniors is a 501(c)(3), IRS approved, non-profit California corporation.

RLOVE Inc. provides financial assistance to disadvantaged senior applicants that need residential care facility services while dealing with a terminal illness.

Authorization to Disclose Information:

1) I _____ (print name) (“Senior”) hereby authorize RLOVE Inc. (“RLOVE”), its directors, officers, employees, agents, volunteers, third party contractors or their service providers, and other persons or business entities working with or on behalf of RLOVE to administer the assistance program to:

2) Use the information that I provided on the RLOVE application form, form 602a (California State Physician’s Report), and any and all other forms, documents, and oral information to determine the Senior applicant’s eligibility for and to assist with continued participation in the RLOVE Disadvantaged Senior Assistance Program:

3) For these purposes, I authorize physicians, healthcare professionals, care givers and family members to disclose to RLOVE, its directors, officers, employees, agents, volunteers, third party contractors or their service providers, and other persons or business entities working with or on behalf of RLOVE to administer and disseminate as needed the RLOVE application form, form 602a, and any and all other forms, documents, and oral information about the Senior applicant.

I understand, acknowledge and agree that:

4) I may refuse to sign this form, but if I refuse to sign this form, the Senior applicant will not be able to receive assistance from the RLOVE Disadvantaged Senior Assistance Program.

5) Once I provide the information to RLOVE, its directors, officers, employees, agents, volunteers, third party contractors or their service providers, and other persons or business entities working with or on behalf of RLOVE pursuant to this authorization, federal and/or state privacy laws may not prevent further disclosure of this information, information on form 602a, and any and all other forms, documents, and oral information needed to assist the Senior with the RLOVE Disadvantaged Senior Assistance Program.

Initials of Senior and/or Senior’s authorized Representative _____

6) I understand, acknowledge and agree that RLOVE has negotiated pricing with certain licensed residential care facilities, in home services and others to enable more seniors to participate in the RLOVE Disadvantaged Senior Assistance Program.

7) I understand, acknowledge and agree that in accordance with Federal Regulations: 20 CFR 416.1102, 416.1103, and 416.1145, or any other application Federal, State or other regulations as interpreted by the Social Security Administration or any other government entity, any contribution given by RLOVE to a licensed assisted living facility on behalf of an SSI/SSP recipient shall be used by the facility for care and supervision. No portion of the contribution shall be used for food, clothing or shelter. As a result of compliance with this policy, no portion of RLOVE's contribution shall be considered income to the SSI/SSP recipient as interpreted by the Social Security Administration.

8) I understand, acknowledge, and agree that RLOVE will be paying in full or partial payment for a maximum of three (3) months or ninety (90) days for senior to stay in a facility under RLOVE Disadvantaged Senior Assistance Program or for additional in home help. After the three (3) months or ninety (90) days Senior and or Senior's personal representative shall be responsible for all payments to the facility RLOVE places the Senior in or for the additional in home help. RLOVE will not be required to provide any notice of discontinued payments after three (3) months or ninety (90) days.

Senior, family, or others helping or acting on behalf of Senior should get a second temporary job, cut back on expenses, or sell and/or rent assets in order to help Senior afford the full rent of the facility or the additional in home help, after RLOVE financial assistance ends or is terminated early for any reason. RLOVE's financial assistance should be considered only as temporary assistance in order to give the Senior, family, or others helping or acting on behalf of Senior time to secure additional financial resources. Senior, family, and others helping or acting on behalf of Senior should also be aware that in some cases the Senior may outlive the initial life expectancy given by any medical professional and/or hospice provider, and should plan for such an event.

Senior and/or Senior's personal representative hereby understands, acknowledges and agrees to the following:

9) RLOVE shall have sole discretion in which facility the Senior is placed, but Senior and/or Senior's personal representative may reject any placement and this Agreement will be terminated. RLOVE shall also have sole discretion on which in home help company shall be used.

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Initials of Senior and/or Senior's authorized Representative _____

10) Senior shall have to use the hospice company assigned by RLOVE and may not change hospice companies while receiving benefits from RLOVE. If Senior changes the hospice company assigned, discontinues hospice, or is discharged from hospice for whatever reason then RLOVE shall cease all payments IMMEDIATELY from the date of such action.

11) Senior shall disclose any and all prior hospice services to RLOVE in writing, and the dates of hospice services prior to RLOVE financial assistance being provided or being placed in a licensed residential care facility on the RLOVE Disadvantaged Senior Assistance Program.

12) Senior and/or Senior's personal representative shall be required to fill out the application/contract for any facility that RLOVE places the Senior at or the contract for additional in home services, and may be required to pay the Senior's portion of any payment up front. Such application/contract will need to be filled out prior to the Senior entering the facility or receiving in home services or within the time required by the facility or in home services company. Failure to fill out the facilities or in home services company's application/contract within twenty four (24) hours of receiving services shall be considered to be a material breach and facility shall be allowed to discharge the patient immediately or end in home services immediately. Senior should notify their personal representative of how to access their funds and provide them access to such funds or post date checks or make other payment arrangements with the facility or in home services company in the event the Senior is no longer able to handle their own financial affairs. Failure of the Senior to make their portion of any payments to a facility or in home service provider in a timely manner may lead to the facility or in home services provider refusing to participate in the RLOVE Disadvantaged Senior Assistance Program in the future, which would negatively impact other financially disadvantaged seniors.

13) RLOVE may terminate services and assistance under this or any other agreement if Senior and/or Senior's personal representative have made false or misleading statements to RLOVE, violate any terms of this Agreement or any other agreement entered with RLOVE, or any terms of the facility in which the Senior is placed.

14) As stated above, Senior and/or Senior's personal representative shall execute the application and/or contract with the facility in which the Senior is placed or the in home service provider, and RLOVE shall make full or partial payment for maximum of three (3) months or ninety (90) days as long as Senior and/or Senior's personal representative continue to follow RLOVE's guidelines and this Agreement. If Senior and/or Senior's personal representative fail to execute the facility's contract or the in home service provider's contract then RLOVE may elect to pay nothing and Senior and/or Senior's personal representative will be responsible for full payment to the facility or in home service provider.

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Initials of Senior and/or Senior's authorized Representative _____

15) Senior's money shall be used first for any facility and/or in home help, then RLOVE'S money shall be used. (i.e. if the facility cost \$3000 and Senior is paying \$2000 and RLOVE \$1000, then SENIOR shall pay the first 20 days of rent and RLOVE shall pay the last 10 days.)

Disclosure of Financial Assets:

16) Senior, Senior's personal representative, power of attorney, family member(s), or others helping or acting on behalf of Senior shall disclose all of Senior's assets, income, and expenses to the best of their ability. If Senior, Senior's personal representative, power of attorney, family member(s), or others helping or acting on behalf of Senior learn of any new assets or income sources for Senior they shall immediately (within 24 hours of knowledge) disclose such assets or income to RLOVE in writing, by sending an email to info@rloveseniors.org or a fax to: 714-464-2387. The writing shall include the name of the Senior being helped, and details about the asset(s) or income source(s) including the fair market value of the asset or income. Depending on the amount of assets or income, RLOVE shall retain the right to immediately cease any financial assistance and may demand repayment of financial assistance already provided.

17) Senior or their representative understand, acknowledge and agree that if RLOVE learns that Senior has/had other financial resources to help pay for their care and/or stay at a facility or for in home help, Senior and/or their personal representative, executor, and/or heirs shall immediately reimburse RLOVE for monies paid by RLOVE on behalf of Senior within thirty (30) days of any demand to do so along with interest at the maximum legal rate. Failure to make payment to RLOVE shall allow RLOVE the right to place a priority lien on any and all real and personal property of the Senior, any Trust for which they may be a beneficiary or control, and on any other assets or income, including assets or income which already have named beneficiaries such as insurance policies. If payment is not made to RLOVE within thirty (30) days RLOVE may initiate legal action without having to demand mediation or arbitration as stated in other sections of this Agreement, against Senior and/or their estate, executors, heirs, representatives and others who may have obtained or control Senior's assets and/or income or have knowledge about Senior's assets and/or income. RLOVE may include a cause of action for breach of contract and fraud in addition to any other causes of action, and the prevailing party shall be entitled to attorney's fees and costs in addition to any other relief. Therefore, Senior and/or their personal representative must honestly list all of Senior's assets below and update such assets if needed. Failure to do so shall be construed as fraud and RLOVE may immediately withhold any and all payments.

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Initials of Senior and/or Senior's authorized Representative _____

General Provisions:

18) Senior and Senior’s personal representative or other(s) acting on behalf of Senior understand, acknowledge and agree that RLOVE nor any of its directors, officers, employees, volunteers, contractors, or other persons or businesses affiliated with RLOVE are responsible for any theft, damage, harm, injury, death, or other criminal or civil actions that may take place at the facility that the Senior is placed at or any actions or inactions taken by the in home services provider. Senior and Senior’s personal representative or other(s) acting on behalf of Senior are encouraged to tour any facility prior to executing an agreement with the facility and placing the Senior in such facility or to interview and research any in home services provider. Senior and/or their authorized representative may also review the facilities complaint and violation history via the California Department of Social Services website at www.cdss.ca.gov.

19) In the event there is a dispute between RLOVE and Senior and/or Senior’s personal representative, heirs, family members, and/or other, the parties agree to mandatory mediation and then arbitration. Any party that fails to demand mediation and arbitration and files a lawsuit first shall not be entitled to attorney’s fees and costs. The prevailing party in any arbitration or litigation shall be entitled to attorney’s fees and costs provided they demanded mediation and then arbitration before filing a lawsuit. Orange County, California shall be the proper jurisdiction for any mediation, arbitration or litigation. Each party shall pay half of the mediation and arbitration costs. The parties shall jointly decide on a mediator and/or arbitrator. If the parties cannot jointly decide on a mediator and/or arbitrator then they shall each select their own mediator and/or arbitrator and the mediators and/or arbitrators shall jointly select a mediator and/or arbitrator to hear the matter. The decision of the arbitrator shall be binding on the parties.

20) This Agreement may be executed and delivered (including by electronic or facsimile transmission) in one or more counterparts, and by the different parties to this Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

21) RLOVE and Senior and/or Senior’s representative (collectively the “Parties”) agree (a) to furnish upon request to each other party such further information, (b) to execute and deliver to each other party such other documents, and (c) to do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement.

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Initials of Senior and/or Senior’s authorized Representative _____

22) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

23) This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise).

24) This Agreement shall be binding upon and inure solely to the benefit of each party to this Agreement and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature under or by reason of this Agreement.

25) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that state. Any mediation, arbitration, or legal action shall take place in Orange County, California.

26) This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both Parties. No provision in either party's correspondence or other business forms used by either party will supersede or add to the terms and conditions of this Agreement.

27) Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

28) Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided however, that the foregoing may not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Initials of Senior and/or Senior's authorized Representative _____

29) Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded. Any act required by this Agreement to be performed by a certain day is timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is a Saturday, a Sunday, or a legal holiday, then the time for performance of that obligation is extended to 5:00 p.m. local time on the first following day that is not a Saturday, Sunday, or legal holiday.

30) Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply in interpreting this Agreement.

31) No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

32) If an entity entering into this Agreement are not natural person then the person signing for such entity hereby declares under penalty of perjury of the laws of the State of California and the state in which they reside that they are duly authorized to execute this Agreement on behalf of such business entity and to bind such business entity to this Agreement. If the Senior cannot execute this Agreement for themselves then the person executing this Agreement on behalf of the Senior hereby declares under penalty of perjury of the laws of the State of California , the state in which they reside, and the United States of America that they are fully authorized to execute this Agreement and bind the Senior to this Agreement.

33) If a person other than Senior is executing this Agreement on behalf of Senior, such person hereby declares under penalty of perjury of the laws of the State of California and the United States of America that they have legal authorization to act on behalf of Senior and to execute this Agreement on behalf of Senior and to bind Senior and their heirs to this Agreement.

34) In the event of any mediation, arbitration, or litigation, Senior and/or their authorized representative shall allow RLOVE to obtain contact information for Senior and/or their authorized representative or other persons from the Hospice company RLOVE assigns to Senior.

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Initials of Senior and/or Senior's authorized Representative _____

35) All notices to RLOVE shall be sent via email to info@rloveseniors.org. All notice for the Senior shall be sent to: _____

36) Unless the context clearly requires otherwise, (a) the plural and singular numbers are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

37) Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement will prevail.

38) The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Agreement continued on next page.

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Initials of Senior and/or Senior's authorized Representative _____

RLoveSeniors.org Placement Intake Form

Name of Senior: _____

Social Security Number of Senior: _____

Current location of the Senior needing help: _____

Current home address of Senior: _____

Current phone and email address of Senior: _____

Current Monthly Income of Senior: _____

Sources of income for Senior: _____

Current Monthly Expenses of Senior: _____

Does the Senior needing help own any real property? Yes No

If you answered “yes” above, please state the address(es) and the amount owed on any loans for such real property: _____

Value of other assets owned by Senior (i.e. jewelry, collectables, investments, savings, cars,

etc.: _____

What is the maximum monthly amount the Senior can afford for private care/help: _____

Name & address of the residential care facility or in home service company the Senior wants

to be placed at or use (if known): _____

Initials of Senior and/or Senior’s authorized Representative _____

The monthly rental fee for the facility the Senior wants to be placed at or the hourly fee for additional in home help: _____

Terminal Illness/Medical Conditions/Special Equipment needed: _____

Is the Senior hospice ready? Yes No

Has the Senior used Hospice ever before? If yes exactly how long and what company? _____

Does the Senior have a wandering problem? Yes No

Does the Senior have any contagious diseases? If yes, what? _____

Does the patient have any mental illnesses? If yes, does the mental illness cause aggression or violence?

If the Senior desires additional in home help, please describe the help needed?

What cities or areas would you prefer to have your loved one placed in? _____

Do you have any preference on the size of a facility? _____

Initials of Senior and/or Senior's authorized Representative _____

How soon does the Senior need to move? _____

Any other important information? _____

How did you hear about us? _____

Amount of monthly financial assistance being requested: \$ _____

Signature & date of Senior (if able to sign and execute this Agreement): _____

*Signature, date and contact information of authorized representative of Senior if Senior is
unable to execute this Agreement:* _____

Address: _____

Phone, Fax, and Email: _____

Printed Name of authorized representative and relationship to Senior: _____

Names and contact information for any other persons who should be notified about Senior's
condition or status with RLOVE: _____

Initials of Senior and/or Senior's authorized Representative _____

Date: _____

I hereby certify that the above information is true and correct under penalty of perjury of the laws of the United States of America and the State of California. If any financial information changes for the Senior, I shall immediately notify RLOVE in writing via email at: info@rloveseniors.org.

Initials of Senior and/or Senior's authorized Representative _____