



Centre Hospitalier St-Jacques de Saint-Céré

« Prendre soin en Haut-Quercy »

CONTRACT OF RESIDENCE

EHPAD (Dependent Care Facility)

for the Elderly

This document takes into consideration the amendments introduced by Act no. 2015-1776 of 28 December 2015 regarding the adjustment of society to the ageing of the population, Act no. 2014-344 of 17 March 2014 regarding consumer affairs, Act no. 2002-2 of 2 January 2002 reforming social and medico-social action, Decree no. 2004-1274 of 26 November 2004 regarding the contract of residence or the individual care document as provided for by Article L311-4 of the French social action and families Code, Decree no. 2011-1047 of 2 September 2011 regarding exercise time and the missions of the coordinating physician practising in a dependent care facility for the elderly (EHPAD) referred to in Section I of Article L. 313-12 of the French social action and families Code and Decree no. 2010-1731 regarding the intervention of health care professionals practising in an EHPAD on an independent basis.

The contract of residence is destined to determine the objectives and nature of the care or the support of the patient, respecting the principles of ethics and conduct, the recommendations for professional practice and of the facility or service project. It details the nature of the provided services and their projected costs.

The resident and/or his legal representative are urged to closely examine it.

Pursuant to Article D. 311 of the social action and families Code, the contract of residence is created in the event of a projected continuous or discontinuous stay of more than two months. This contract is concluded between the resident or his legal representative and the facility's

representative. When the resident or his legal representative refuses to sign said contract, an individual care document shall be created.

It shall be presented to the resident and, if applicable, to his legal representative, within 15 days of his admission at the latest. It must be signed by both parties within one month following the admission. The resident or his legal representative may be accompanied by a person of their choice for the signing of the contract.

The contract of residence provides :

- the terms and conditions of its termination or its revision or the ending of the measures it contains ;
- the definition of the care objectives with the person concerned or his legal representative ; an indication of the most appropriate social and medico social, educational, pedagogical, care and therapy, support or accompanying services that may be implemented upon the signing of the document while awaiting the amendment mentioned in paragraph seven of the present article ;
- a description of the residence and admission criteria ;
- depending on the care category concerned, the terms regarding financial contribution of the beneficiary or of invoicing, including in case of absence or hospitalization ;

Lastly, if applicable, the contract is created taking into consideration the administrative, legal and medical decisions and measures adopted by the competent institutions or authorities. If so, the dispositions in the individual care document shall mention these measures or decisions.

Pursuant to Article L. 311-4 of the social action and families Code, the individual care document is created in participation with the resident. In the case of legal protection measures, the resident's rights shall be respected in accordance with the legal provisions of the French Civil Code regarding protected adults.

Upon the conclusion of the contract, the facility's director or any other person formally designated by him, shall seek the consent of the prospective resident, whenever necessary with the participation of the facility's coordinating physician, in an interview without the presence of any other person, except if the resident chooses to be accompanied by the person of trust designated pursuant to Article L. 311-5-1 of the Code. In case of difficulty, the judge or the family council if one has been created shall rule. He shall inform him of his rights and ensure his understanding.

The resident has been informed at least eight days prior to this interview of the possibility to designate a person of trust pursuant to Article L. 311-5-1. For this purpose, an information notice, established in accordance with the model attached to Decree no. 2016-1395 of 18 October 2016 containing oral explanations adapted to his level of understanding, has been presented to him. The supply of information regarding the person of trust is certified by a document dated and signed by the facility's director or his representative and by the resident and, if applicable, his legal representative. A copy of the document is presented to the latter.

In the absence of a mutual agreement procedure or when this has failed, any conflict originating from the application of the terms of the contract shall be brought before the competent administrative court.

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The Dependent Care Facility for the Elderly (« Etablissement d'Hébergement pour Personnes Agées Dépendantes – EHPAD ») du Pré d'Aubié de St-Céré is a facility attached to the public health care facility « Centre Hospitalier de St-Céré ».

The facility accommodates single patients or couples, of 60 years of age and more (save exception), within the limits of its care and supervisory capacity. Except in case of an emergency (social or medical), the facility is reserved primarily for elderly persons from St-Céré and its district, its health care area, the Lot or the Corrèze (neighbouring departments) and for beneficiaries of bodies and organizations having signed partner agreements with the facility.

Its authorization to receive social services beneficiaries enables it to accommodate residents who make a request and fulfil the conditions for obtaining that aid.

The residents may apply for a personal autonomy allowance (« allocation personnalisée d'autonomie - A.P.A. ») to cover part of the cost of the daily dependency fee. The facility is accredited therefor.

The facility meets the standards for the allocation of the housing allowance (« allocation logement – APL »), enabling residents who meet the requirements to receive it.

I. CONTRACTING PARTIES

The present contract, drawn up in duplicate, defines the objectives and nature of the care of the resident of the « EHPAD Pré d'Aubié de St-Céré »

It is established between :

- **On the one hand,**

Ms/Mr.
born on..... at.....
admitted to occupy a room at the « EHPAD Pré d'Aubié de St-Céré »,
hereinafter referred to as « the resident »,

If applicable, represented by Mr or Ms (indicate surname, first name, date and place of birth, address, relationship to the resident)

.....
.....
referred to as the legal representative (specify legal guardian, committee, legal trustee for the protection of adults, attach a copy of the court ruling), or his adviser.

- **And on the other hand,**

The « EHPAD Pré d'Aubié de St-Céré » located at St-Céré Rue du Pré d'Aubié represented by its director,
hereinafter referred to as « Facility »

The following is agreed.

II. DEFINITION OF THE CARE OBJECTIVES WITH THE RESIDENT AND IF APPLICABLE HIS LEGAL REPRESENTATIVE

The facility's teams work to maintain the resident's autonomy and offer him individualized coaching.

An amendment to this contract (individualized coaching plan) shall be established within six months after the joint conception of the present contract in order to specify the objectives and services appropriate to the resident. These are updated each year.

III. ADMISSION CRITERIA

The EHPAD is destined for elderly persons of over 60 years old who are in need of assistance and care on a daily basis.

It accommodates partially dependent patients in need of assistance with their daily tasks for physical or mental reasons.

The resident's clinical condition must not require close medical monitoring, repeated medical intervention, permanent medical services and the continued presence of a nurse.

Since the meals are served in the communal area, the resident must be capable of taking his meals there.

Considering that the ward isn't closed, we cannot accommodate patients presenting a tendency to roam or wander liable to endanger them.

The « EHPAD Pré d'Aubié de St-Céré's » admission criteria are specified in the EHPAD's operating regulations attached to the present contract.

The admission is pronounced by the Director in cooperation with the coordinating nurse, the coordinating physician and the social worker who are members of the admission committee, after presentation of the file requesting admission into the EHPAD, comprised of :

- A medical file
- An administrative file that must be accompanied by :
 - o A photocopy of the family record book (or birth certificate for unmarried patients)
 - o A photocopy of the identity card
 - o Annual retirement pension statements
 - o A photocopy of the income tax notice
 - o A copy of the court ruling regarding guardianship or trusteeship, if applicable
 - o The health insurance card (« carte vitale ») and the certificate of entitlement (« attestation de droits »)
 - o The additional health insurance card (« carte mutuelle complémentaire »)
 - o 2 passport photos
 - o The bank account details (« relevé d'identité bancaire ou postal »)
 - o A third-party liability insurance certificate
 - o The form certifying the cancellation of the rental of medical equipment for homecare, if applicable.

IV. DURATION OF THE STAY

The present contract is concluded for :

- a specified period from

The admission date of the resident is determined by both parties.

Except in cases of force majeure, this day coincides with the start of the billing of the accommodation services, even if the resident decides to arrive at a later date.

V. SERVICES PROVIDED BY THE FACILITY

The facility's operating dispositions and a list of the services are defined in the attached document « Operating regulations » (« Règlement de fonctionnement ») which is presented to the resident or his legal representative, together with the present contract. The signing of the present contract is tantamount to accepting these regulations.

An adversarial inventory may be established upon entry and departure by the facility's personnel.

The services listed below are insured under the terms and limitations determined by said operating regulations.



Any change in services provided by the facility must be indicated in an amendment.

5.1 General administrative services

The administrative management of the entire stay, the conception and the follow-up of the individual care document, of its attachments and amendments as well as the accounting, legal and general administrative budgetary services are included in the charge per day.

Also included are :

- any costs relating to the appointments needed to prepare the entry ;
- the adversarial inventory upon entry and departure conducted by the facility's personnel
- any liaison documents destined for the family, caregivers and the person of trust, as well as for the administrative services that allow access to social right, particularly administrative correspondence costs for the different applications such as universal health cover (CMU), additional universal health cover (CMU-c), housing allowance and housing benefits.

5.2 Hotel accommodation services

A [single or double] room with 1 bed, 1 bedside cabinet, 1 table or 1 chest of drawers, 2 chairs, 1 armchair, 1 overbed table and a washing cabinet (basin, shower, toilet), the collective areas as well as any equipment inextricably connected with the built environment of the EHPAD, are made available to the resident.

The room is equipped with input and output connections needed for receiving the resident's television, provided that it is certified that his television is in good working order and for installing a phone. It is the responsibility of the resident to request a telephone subscription with the provider of his choice. The subscription and the telephone communications as well as the television licence fee are at the expense of the resident.

The resident may personalize his room to the extent of its size. He may bring personal belongings or furniture if he so desires, in accordance with fire safety standards and electrical regulations.

The supply of toiletries (razor, shaving foam, shampoo, toothpaste, toothbrush...) is at the expense of the resident.

The supply of amenities (electricity, water, gas, lighting, heating) used in the room and in the rest of the facility is at the expense of the EHPAD.

Considering that the EHPAD is not equipped with medical fluids, if the resident's condition requires oxygen therapy, it is possible to accept the presence of a portable oxygen concentrator, subject to a legally limited storage capacity of oxygen.

The facility provides maintenance and cleaning of the rooms, during and at the end of the resident's stay, as well as maintenance and cleaning of the collective areas and community premises.

The maintenance of the buildings, the technical equipment and the green zones is also provided by the facility.

The facility grants the resident access to means of communication, including the internet. Wi-Fi is available without charge to the residents who have a device. No specific equipment is placed at their disposal. The IT department can provide no assistance regarding a resident's personal equipment.

The resident commits to respecting the premises placed at his disposal.

5.3 Catering service

The catering service provides breakfast, lunch and dinner as well as snacks during the afternoon and, if applicable, at night.

All meals are served in the restaurant or in the room.

Prescribed diet plans are taken into account.

The resident may invite people of his choice to lunch and dinner. The price of the meal is determined by the Director and approved by the Executive Board and announced each year to those concerned by way of posting inside the facility.

5.4 Laundry service

Household linen and towels (bed sheets, bath towels, table napkins) are provided, changed and maintained by the facility.

The maintenance of the personal laundry is included in the accommodation charge. This service is provided by the facility under the terms indicated in the operating regulations. Dry cleaning and the washing of delicate laundry are still at the expense of the resident. The facility declines any liability in case of loss or deterioration of laundry, particularly regarding the maintenance of wool (type Damart, Rovyl, pure wool and thermolactyl) and silk clothing, which should be avoided.

The resident's personal laundry must be identified by him through stitched or thermoglued name labels that are to be renewed as often as necessary.

5.5 Social entertainment service

The collective entertainment initiatives and other activities organized within the facility are not invoiced.

A contribution may be required for certain external activities, but the organization in itself of such external activities is not invoiced.

5.6 Other services

The resident may receive any external services of his choice. However, he shall bear the cost.

Hairdressers, beauticians and podiatrists offer their services as external partners of the facility.

These services are at the expense of the resident (with the exception of podiatry when the person is diabetic : treatments covered by the resident's national health service).

Speech therapy and physiotherapy services are covered by the resident's national health service.

5.7 Assistance in accomplishing daily tasks

The facility shall assist the resident in accomplishing daily tasks of life by soliciting his cooperation whenever possible, in order to re-establish or maintain the highest possible level of autonomy.

Assistance may be given to the resident regarding bathing, other grooming care (hair, shaving...), feeding, clothing, moving inside the facility and any measures promoting the continuity or even the development of his autonomy.

Any other transfers outside of the facility (except hospitalizations and follow-up consultations), particularly consultations with independent medical specialists or in health care facilities are at the expense of the resident and his family. The latter shall be informed of the appointments in order to allow them to make arrangements.

If a caretaker cannot make the journey, the resident may be transported, either by standard medical transportation (if his condition permits it) or by ambulance at his expense and upon medical prescription. Such transportation shall be covered by the resident's health service if it is connected to his chronic illness.

5.8 Care and medical and paramedical supervision

The facility provides permanent 24 hours a day surveillance by the presence of night staff and a nurse call system. In the event of a medical incident the attending physician (or the physician on call) is contacted. In case of an emergency, the emergency medical assistance service (SAMU) is called upon.

All information regarding medical and paramedical supervision as well as health care cover is written down in the operating regulations presented to the resident upon the creation of the present document.

All individual medical and therapeutic measures adopted by the health care team are registered in the resident's medical file.

The facility employs a physician who is in charge of the department and who is particularly responsible for :

- the health care plan, its coordination with the external health care professionals who work with the facility's residents : independent health care professionals, health care facilities, psychiatric department, hospitalization at home, etc
- admissions : he gives his opinion on the possibility of admitting a new resident considering the possibilities offered by the facility ;
- the medical file.
-

Finally, in the event of an emergency or life threatening situation as well as during extraordinary and collective risks requiring an adapted care organization, the coordinating physician provides medical prescriptions for the residents of the facility in which he exercises

his duty as coordinator. The attending physicians of the residents concerned are always informed of any prescriptions given out.

The resident is free to choose his attending physician provided the latter agrees. The resident is informed that a contract must be signed between the attending physician acting on an independent basis and the EHPAD. A list of health care professionals working in the facility and those having signed an agreement with the facility is posted on the premises.

Likewise, the resident is free in his choice of pharmacy, provided that the latter ensures the supply of all pharmaceuticals to the EHPAD within the required time limits.

Other services may be provided on site or outside the facility upon medical prescription, particularly : physiotherapy, speech therapy, ergo therapy session, dietetics.

RESPECTING THE WISHES OF THE RESIDENT :

Person of trust :

If the resident has designated a person of trust, the form designating the person of trust¹ is in the resident's file.

The person of trust may be present during medical appointments in order to assist the resident in his decisions.

In case of death, the wishes expressed by the resident are scrupulously respected. If, however, no wishes have been notified to the administration, the necessary measure are determined with the consent of the family or the person of trust. The advance directives, as defined in Article L.1111-11 of the French public health Code, shall be respected.

The legal representative and the advisers potentially designated by the resident are immediately informed of the resident's death.

VI. RESIDENCE COSTS

The residence costs are financed by the accommodation charge, the dependency charge and by the treatment fee. The daily charge paid by the resident, his family and/or by the department's social services covers two amounts : the accommodation charge and the dependency charge. The daily charge shall be invoiced from the date of entry into the facility, which means the day on which the benefit of the accommodation services begins. Furthermore, a so-called reservation charge (accommodation charge) shall be invoiced from the day of the reservation of the room, and thus before the resident's entry into the facility when he is unable or unwilling to enter immediately for whatever reason, but nonetheless wishes to reserve the accommodation. The reservation is accomplished by signing a reservation form and the present document. He shall pay the full charge (accommodation + dependency Deterrent Fee [« Ticket Modérateur dépendance »]) when the entry takes effect.

The facility is qualified to receive beneficiaries of social assistance. As a result, the authorities' annual decisions regarding rates and budgets are imposed upon the facility and on every person it accommodates. They are collectively informed thereof upon their presentation by the « Conseil de la vie sociale ». They are also the object of a document attached to the

¹ Pursuant to Decree no. 2016-1395 of 18 October 2016 determining the conditions under which is given information on the right to designate a person of trust as mentioned in Article 311-5-1 of the French social action and families Code

present contract, presented to the resident and, if applicable, his legal representative. They shall be informed of any modifications. When the accommodation rate is set by the President of the « Conseil départemental », this accommodation rate is spread over the year.

The present contract contains an informative and unbinding attachment regarding charges and invoicing conditions of each service in case the resident is absent and hospitalized. It is updated at each modification and at least once a year.

6.1 Accommodation charges

The accommodation charges cover the entirety of the services not related to the dependency condition of the patient (general administrative charges, hotel accommodation, catering, maintenance, social entertainment activities of the facility). It is established according to the type of housing attributed to the resident.

A notification of the amount to be paid is sent to the resident each month and must be paid at the treasury (« Trésorerie ») in Figeac. He has the option to choose a direct debit. The housing benefit is transferred directly to the person concerned for those benefiting from the APL. The APL is transferred to the facility (regarding the Lot department) and is deducted from the amount to be paid.

The daily charge is to be paid monthly in arrears, on the last day of each month.

Where residents benefitting from social assistance are concerned, 90 % of their income is redistributed to the facility, 10 % of their personal income remains at the residents' disposal without being allowed to be inferior to 1 % of the yearly social minimum, which means € 96 per month in 2017. The departmental council receives the notifications of the amounts to be paid after deduction of income.

The accommodation charges are adjusted at least every year and upon every change announced to the residents.

Any legislative or regulatory developments regarding the social services accreditation renders the present contract void and leads to the conclusion of a new contract of residence.

6.2 Charges related to loss of autonomy

The dependency charge represents a contribution to the financing of the entirety of the help, support and supervision services necessary to accomplishing daily tasks of life and that are not related to treatments.

The amount of the dependency charge is determined by the President of the « Conseil Départemental » under the same conditions as the accommodation charge.

Depending on their level of loss of dependency (evaluated using the AGGIR scale, residents may benefit from the personal autonomy allowance (APA) allocated by the « Conseil départemental » of their emergency residence. Residents falling into categories GIR 5/6 are not entitled to the APA allowance. The dependency charge is determined according to the AGGIR evaluation of the resident, it is announced to the resident at each modification. Whatever may be his level of dependency, the resident is subject to the dependency deterrent fee.



This allowance covers part of the dependency charges, determined and invoiced pursuant to the decision by the President of the « Conseil départemental », on top of the dependency charge. A contribution stays at the expense of the resident. The APA is transferred directly to the facility for residents of the Lot. Regarding residents of other departments, the APA may be transferred either to the facility, or to the person concerned.

6.3 Charges related to care

Since the facility has opted for a partial care rate as part of its relations with the national health service (« Assurance Maladie »), this rate includes payment of neither general practitioners and auxiliary health workers, nor biological investigations and radiology examinations, nor pharmaceuticals, which are therefore invoiced on the resident's « carte vitale ».

VII. SPECIFIC INVOICING TERMS

The residence costs are due even in case of absence. Different rules apply for absence on personal grounds or for absence due to hospitalization.

7.1 Hospitalization

In case of absence due to hospitalization for a period of less than 72 hours, the resident owes the accommodation charges.

In case of absence due to hospitalization for a period of over 72 hours, the resident owes the accommodation charges minus the daily hospital fee, up to and including the 21st day. From the 22nd day, the total accommodation charges are invoiced.

7.2 Absence on personal grounds or outings

The resident is free to leave. He must give notification if he does not take his meals in the facility (particularly so that his medication can be prepared for him) or if he intends to return after 10 pm.

In case of absence on personal grounds of less than 72 hours, the resident owes the accommodation charge.

In case of absence on personal grounds of more than 72 hours and maximum 30 days per year, the resident owes the accommodation charges minus a fixed rate equivalent to the part representing the food cost.

7.3 Dependency invoicing in case of hospitalization or absence on personal grounds

From the first day of absence, the facility is not entitled to invoice the « ticket modérateur dépendance » in case of hospitalization.

In case of absence on personal grounds, the « ticket modérateur dépendance » is not invoiced on the condition that the resident has informed the facility of his absence beforehand. The facility must be informed as soon as possible prior to the actual departure.

7.4 Invoicing in case of termination of the contract

In the event of voluntary departure without notice, invoicing continues for a period of one month.

In case of death, provided that all personal belongings have been removed of the premises occupied by the resident, only the accommodation services provided prior to the death, but not yet paid for, may be invoiced².

Thereby invoicing is maintained until all personal belongings have been removed.

VIII. WITHDRAWAL PERIOD, REVISION AND TERMINATION OF THE CONTRAT

8.1 Withdrawal period

Pursuant to Article L. 311-4-1 of the French Social Assistance and Families Code (« CASF »), the resident or, if applicable, his legal representative may exercise the right to withdraw in writing within 15 days following the conclusion of the contract, or the admission if that is subsequent, without any notice period being imposed on him and without any counterpart other than the payment of the price for the actual duration of the stay.

8.2 Revision

Any update of the contract of residence, approved by the « Conseil de surveillance » after soliciting the opinion of the « Conseil de la vie sociale », shall require an amendment.

8.3 Voluntary termination at the resident's initiative

After the above-mentioned withdrawal period, the resident or, if applicable, his legal representative, may terminate the contract of residence at any time in writing. From date of notification of his decision to terminate to the facility's manager, he has a reflection period of 48 hours during which he may revoke this decision without being obliged to motivate it. This reflection period is deducted from the notice period of one month that is imposed on him.

The termination must be notified to the facility's management by letter against a receipt or by registered letter with acknowledgement of receipt and with respect of a notice period of one month to the day, calculated from the date of receipt by the facility. The room is to be vacated at the latest on the scheduled date of departure.

8.4 Termination at the facility's initiative

8.4.1 General grounds for termination

The termination of the contract by the manager of the facility may only occur in the following cases³ :

- In case of non-performance by the resident of one of his obligations stated in his contract or serious or repeated failure to comply with the facility's operating regulations, unless a

² In accordance with Article L314-10-1 of the French social action and families Code

³ In accordance with Article L311-4-1

medical opinion ascertains that this non-performance or failure results from an alteration of the resident's mental or physical abilities ;

- In case of total cessation of activity of the facility ;
- In case the resident no longer fulfils the department's admission criteria, when his medical condition requires permanent material or care unavailable in this facility, after the manager has made sure that the person has a suitable accommodation solution. It is stipulated that particularly when the resident's medical condition depends on significant medical technology and/or his GIR qualification is 1 or 2, a transfer may be made to the Hospital's Long Term Care Unit (« USLD ») or another suitable facility after an interview with the resident or his legal representative.

The facility's manager may terminate the individual care document in one of the aforementioned cases with respect of a notice period of one month and after having informed the resident, his legal representative or his family, by registered mail with acknowledgement of receipt.

8.4.2 Specific conditions for termination

- *In case the medical condition is not adapted to the accommodation possibilities.*

In the absence of urgency, if the resident's medical condition no longer allows him to remain in the facility, the management takes all appropriate matters in collaboration with the parties concerned, the facility's coordinating physician and the attending physician if applicable

In case of urgency, the management takes all appropriate matters based upon the opinion of the facility's coordinating physician and the attending physician if applicable. If, after the urgency has passed, the resident's medical condition does not allow for a return to the facility, the resident and/or his legal representative are informed by the management as soon as possible of the termination of contract which is confirmed by registered letter with acknowledgement of receipt. The room is to be vacated within a period of thirty days after notification of the decision.

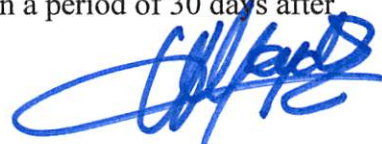
- *Non-compliance with the operating regulations, with the present document or conduct incompatible with life in a community*
- *Termination for default in payment*

Payment of the daily rate is an obligation of the resident accommodated under the contract of residence. Therefore, default in payment represents a breach of the contract of residence and constitutes a ground for the termination of the latter.

Any delay in payment of 30 days or more after the closing date shall be the object of a personal interview between the Director and the person concerned or his legal representative, optionally accompanied by any other person of his choice.

In case this interview fails, a formal notice to pay shall be notified to the resident and/or his legal representative by registered letter with acknowledgement of receipt.

Payment of the sum or sums owed must be received within a period of 30 days after



notification of the delay, failing which the contract of residence is terminated by registered letter with acknowledgement of receipt. The room is to be vacated within a period of thirty days after the termination of the contract of residence.

8.5 Automatic termination

In the event of death, the contract of residence is terminated the day after the death. However, invoicing continues while the personal possessions have not been removed from the spaces occupied by the resident.

The legal representative and the potentially designated person of trust are immediately informed of the death of the latter by any possible means and as a last resort by registered letter with acknowledgement of receipt.

The room must be vacated as soon as possible. Past a period of 48 HOURS, the management may proceed to vacating the room.

IX- PROPERTY PROTECTION SYSTEM AND FATE OF MOVEABLE ASSETS IN CASE OF DEPARTURE OR DEATH

The applicable property protection regime and the fate of moveable assets in case of departure or death are as provided for in Articles L1113-1 à L1113-10 et R1113-1 à R1113-9 of the French Public Health Code.

9.1 Property protection system

Upon their entry, all residents are invited to deposit their moveable assets, the nature of which justifies their conservation during their stay in the facility. This deposit shall be made into the hands of the public treasurer or a bailiff assigned for that purpose where money, shares and securities, means of payment or valuable object are concerned. Any other objects are deposited into the hands of an agent assigned for that purpose by the facility's management. The facility shall therefore carry legal liability for theft, loss or deterioration of the object deposited into the hands of the officials assigned for this purpose or of a public treasurer. This liability is extended without limitation to all objects of any nature held by any person who, upon his entry into the facility, is incapable of manifesting his wishes and who if therefore incapable of carrying out the regular deposition formalities. In such an event, these formalities are carried out by the facility's personnel.

Any liquid assets, securities, means of payment and moveable assets kept by the resident in his room do not fall under the facility's liability. All assets kept by the resident in his room remain under his entire legal liability.

The facility is therefore not responsible for any theft, loss or deterioration of assets held by the resident, including dental prostheses, hearing devices as well as spectacles. Its liability shall only be retained in case of established negligence of the facility or its personnel that it needs to answer for. The burden of proof of such negligence lies with the claimant.

The resident and/or his legal representative declare having received written and oral information regarding the regulations pertaining to personal assets and objects, more

particularly regarding the principles governing the facility's liability and its restrictions, in case of theft, loss or deterioration of such assets.

9.2 Moveable assets uncollected after departure or unclaimed by the beneficiaries after death

The resident and/or his legal representative are informed by the present article of the terms governing the withdrawal or conservation of any objects belonging to him in case of death or definitive departure. This procedure varies depending on the resident's admission status.

9.2.1 Death or definitive departure of a paying resident

Any money, shares and securities, means of payment or valuable object abandoned upon departure or death of their owners are deposited into the hands of the officials assigned for that purpose or of the public treasurer by the facility's personnel.

Any other objects are deposited into the hands of an agent assigned for this purpose by the facility's director.

They are delivered to the inheritors upon proof of their claims, or to the notary in charge of the succession within a period of one year after the death.

Any objects left in the facility after a departure or unclaimed by the inheritors of a deceased, are considered abandoned if one year after the death or definitive departure, the USLD has received no information regarding the terms or their removal or withdrawal. They are then delivered to the « Caisse des Dépôts et Consignations (CDC) ». Any other moveable objects are delivered to the administrative body in charge of the estate, in order to be sold. The owner or his inheritors shall be notified of such a sale.

The public domain service (« service des domaines ») may refuse delivery of any objects whose value is inferior to their estimated selling cost. In such an event the objects become the property of the facility.

9.2.2 Death or departure of a resident accommodated by lawful social aid

As soon as possible after the death, an inventory is established by two of the facility's agents, one of whom must, if possible, a bailiff.

Any cash and inactive securities and valuable objects are placed within the care of the USLD's bailiff, immediately after the inventory. The bailiff delivers a receipt thereof.

Any other objects may be moved and stocked elsewhere while awaiting the decision of the welfare department, who shall subsequently receive the above-mentioned liquid assets and inactive securities by the facility's main treasury.

9.3 Certification regarding the supply of information on the property regime

The resident and/or his legal representative attest to having received written and oral information regarding the regulations pertaining to the assets held by any person admitted or accommodated in the facility and on the principles governing the latter's liability in case of

theft, loss or deterioration of such assets, depending on whether they have been deposited or not, as well as the fate of any unclaimed or abandoned objects in this facility.
This information also appears, if applicable, in the facility's rules of procedure.

X. INSURANCE

The facility is insured for conducting its various operations in accordance with the existing laws and regulations. The insurance contract subscribed by the facility only acts as supplementary cover to the personal contract subscribed by the resident. In any event, the guarantees are offered within the limits of the amounts and excesses provided in the contract. Particularly in the event of loss of objects, the original invoices shall be required.

These insurances do not exonerate the resident of any damages he may cause. Therefore, he has been informed of his obligation to subscribe an individual Third-party Liability Insurance at his expense and has submitted an insurance policy and commits to renewing it each year.

The resident attests to having been informed of the recommendation to subscribe a theft insurance for his personal assets and objects.

In order to avoid loss or theft, the resident is advised not to keep any large amounts of money, securities or valuable objects in the facility. Failing such a precaution, the board of directors cannot be held responsible.

XI. OPERATING REGULATIONS

The signing of the present contract by the resident and/or his legal representative is tantamount to the acceptance of the USLD's operating regulations existing at the conclusion date of said contract. The operating regulations are attached to the present contract.

XII. UPDATE OF THE CONTRACT OF RESIDENCE

All dispositions of the present contract and its associated documents listed below are applicable in their entirety. Any modification of the contract of residence shall be made by way of amendment.

Attachments to the contract :

In order to guarantee the actual exercise of the legal rights referred to in Article L. 311-3 and particularly to prevent any risk of abuse, the resident or his legal representative are presented with the following documents upon entry into a facility or into a social or medico social service :

- The operating regulations, including a charter of the rights and freedoms of the resident, as defined in Article L. 311-7 that the resident and/or his legal representative declare having read,
- An appendix comprising the applicable rates ;
- The appendix to the contract provided by Article L. 311-4-1 of the French social action and families Code (if applicable).
- The form designating the person of trust, if applicable
- A model for advance directives



- The authorization form regarding free use of his image
- The information sheet and the consent form regarding the use of telemedicine for the purposes of the « PÂSTEL » project.
- An appendix comprising the contact information of the representatives of the various commissions ;

Done in, on

Signature of the resident

Or his legal representative,

(date and place preceded by the words « lu et approuvé »)

Signature of the EHPAD's director

or his representative,

Je soussignée, Krista VAN DER HEIJDEN, Traductrice en langues néerlandaise, anglaise et française près le Tribunal de Grande Instance de Tulle, certifie que la présente traduction en langue anglaise est effectuée à partir d'un document en langue française et y est conforme.

Visé par moi « Ne varietur » le **31 juillet 2018 - N°038 PTFA 4**

The undersigned, sworn translator of English, Dutch and French before the Court of Tulle, France, Krista VAN DER HEIJDEN, declares that the current translation to English from a document in French is true to its original.

KRISTA VAN DER HEIJDEN
TRADUCTRICE ET INTERPRÈTE
Près la Cour d'Appel de Limoges
et le Tribunal de Grande Instance de Tulle
NÉERLANDAIS – ANGLAIS – FRANÇAIS



