

03-797-CD

PARKVIEW MANOR vs. MITCHELL MAINES

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD  
JUDICIAL DISTRICT

46 14

## NOTICE OF APPEAL

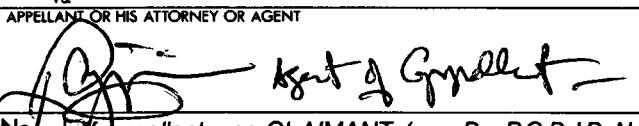
FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2003-797-CB

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <input checked="" type="checkbox"/> PARKVIEW MANOR		MAG. DIST. NO. OR NAME OF D.J. 46-3-02	
ADDRESS OF APPELLANT 107 N Front Street		CITY Clearfield	STATE PA ZIP CODE 16830
DATE OF JUDGMENT May 22, 2003	IN THE CASE OF (Plaintiff) PARKVIEW MANOR	(Defendant) vs. MITCHELL MAINES	
CLAIM NO. CV -0000128-03 LT		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p> <p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

## RULE: To \_\_\_\_\_

\_\_\_\_\_  
Name of appellee(s)

\_\_\_\_\_  
, appellee(s).

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_

\_\_\_\_\_  
COURT FILE

\_\_\_\_\_  
Signature of Prothonotary or Deputy

MAY 30 2003  
6/3/03/ua P.D.  
William A. Shaw 85-  
Prothonotary

---

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

*(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
*(date of service)* \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_

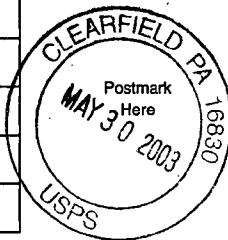
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

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2410 0003 7223 2195

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	4.42



Sent To	Richard A TZELELAND
Street, Apt. No.; or PO Box No.	450 Leonard St, Suite 123
City, State, ZIP+4	Clearfield, PA 16830

PS Form 3810-6 June 2002      See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

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**OFFICIAL USE**

7002	2410	0003	7223	2188
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	442

**CLEARFIELD PA**  
Postmark  
May 30 2003  
Hero  
USPS

**Sent To**  
Mitchell Marnes  
PO Box 440  
Clearfield, PA 16830

See Reverse for Instructions

PS Form 3800-6 June 2002

**Certified Mail Provides:**

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- A unique identifier for your mailpiece
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- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

DJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD STREET**  
**SUITE 133**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335** 16830

**PARKVIEW MANOR**  
**107 N FRONT ST**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR: NAME and ADDRESS

**PARKVIEW MANOR**  
**107 N FRONT ST**  
**CLEARFIELD, PA 16830**

VS.

DEFENDANT/JUDGMENT CREDITOR: NAME and ADDRESS

**MAINES, MITCHELL**  
**PO BOX 442**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000128-03**  
Date Filed: **4/02/03**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT**

Judgment was entered for: (Name) **MAINES, MITCHELL**

Judgment was entered against: (Name) **PARKVIEW MANOR,**

in the amount of \$ **.00** on: (Date of Judgment) **5/22/03**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

Amount of Judgment Subject to  
Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<hr/>	
<b>Certified Judgment Total</b>	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**MAY 22 2003** Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date \_\_\_\_\_, District Justice

My commission expires first Monday of January, **2006**.

SEAL

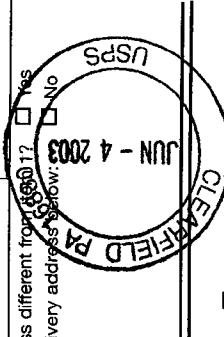
**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mitchell Maine  
P.O. Box 442  
Clarendon, PA 18820

A. Signature <b>X</b> <i>Mitchell Maine</i>	Agent <input type="checkbox"/> Addressee <input type="checkbox"/>
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from <i>Box 442</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address shown: <i>Box 442</i>	



- 3. Service Type
  - Certified Mail  Express Mail
  - Registered  Return Receipt for Merchandise
  - Insured Mail  C.O.D.
- 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)  
**7002 2410 0003 7223 2188**

PS Form 3811, August 2001 Domestic Return Receipt 102585-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

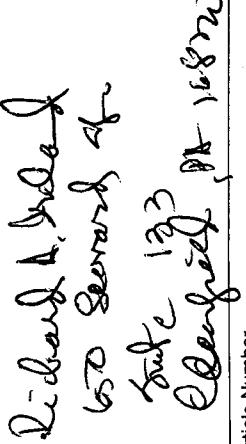
- Sender: Please print your name, address, and ZIP+4 in this box •

Mr. Ramon J. Abopian  
Parkview Manor, PCT  
107 N. Front Street  
Clearfield, PA 16830-2512

02

||||||||||||||||||||||||||||

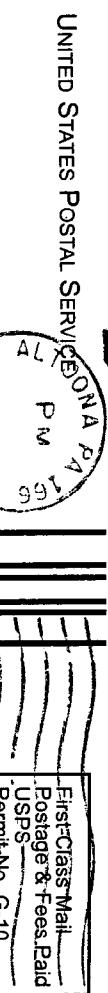
**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

<b>A. Signature</b> 			
<b>B. Received by / Printed Name</b>  <b>C. Date of Delivery</b> 			
<b>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</b>			
<b>1. Article Addressed to:</b>  			
<b>2. Article Number (Transfer from service label)</b> 			
<b>3. Service Type</b> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.			
<b>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</b>			

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, August 2001



- Sender: Please print your name, address, and ZIP+4 in this box •

Mr. Simon J. Majeski  
Parkview Manor, PCTH  
107 N. Front St.  
Clearfield, PA 16830-2512

1643042312 b00000000000000000000000000000000

2003-797-0

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearyfield; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 2003-797-0, upon the District Justice designated therein on (date of service) 5/30/2003,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Mr. J. S. M. M. S., on 5/30/2003  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

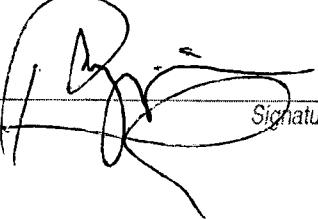
and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 6<sup>th</sup> DAY OF June, 2003

Karen L. Stack

Signature of official before whom affidavit was made

Signature of affiant

RECORDER OF DEEDS

Title of official

**My Commission Expires**

commission expires on First Monday in January, 2004

COURT OF COMMON PLEAS  
C. EARL FIFTH  
JUDICIAL DISTRICT

46 14

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2003-797-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <b>PARKVIEW MANOR</b>	MAG. DIST. NO. OR NAME OF D.J. <b>46-3-02</b>		
ADDRESS OF APPELLANT <b>107 N Front Street</b>	CITY <b>Clearfield</b>	STATE <b>PA</b>	ZIP CODE <b>16830</b>
DATE OF JUDGMENT <b>May 22, 2003</b>	IN THE CASE OF (Plaintiff) <b>PARKVIEW MANOR</b>	(Defendant) <b>MITCHELL MAILES</b>	
CLAIM NO. <b>CV -0000128-03</b>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  <i>Agent of Gyreller</i>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

*Signature of Prothonotary or Deputy*

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. \_\_\_\_\_) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Signature of appellant or his attorney or agent*

**RULE:** To \_\_\_\_\_, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: \_\_\_\_\_

*Signature of Prothonotary or Deputy*

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAY 30 2003

Attest.

*William L. Gray*  
Prothonotary/  
Clerk of Courts

COURT FILE

COMPLAINT COVER SHEET

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,  
PENNSYLVANIA

<u>PARKVIEW MANOR</u>	:
Plaintiff/Appellant	:
	; District Justice Appeal
	; Case No. 2003-797-CD
	:
vs.	:
	:
	; Type of Pleading
	:
<u>Mitchell Maines</u>	:
	; Complaint: For Sum of Money
	:
	; Plaintiff's Address:

Parkview Manor  
107 N Front Street  
Clearfield, PA 16830  
(814) 765-1324

**FILED**

JUN 18 2003

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,  
PENNSYLVANIA

PARKVIEW MANOR :  
Plaintiff/Appellant :  
;  
;  
;  
vs. : District Justice Appeal  
: Case No. 2003-797-CD  
;  
;  
;  
For: Sums of Money  
;  
;  
MITCHELL MAINES :  
Defendant/Appellee :  
;

COMPLAINT

NOW, comes the plaintiff, Parkview Manor, thru its representative, Ramon J. Alojipan, who hereby avers as follows:

1. That Ramon J. Alojipan is an adult individual, doing business under the name of Parkview Manor, a Personal Care Home, who's address is 107 N Front Street, Clearfield, PA 16830;

B. Defendant is Mitchell Maines, an adult individual, whose address is PO Box 442, Clearfield, PA 16830;

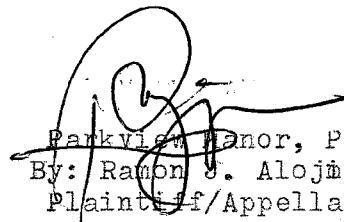
3. On or about December 31, 2002, defendant Maines sought the services of plaintiff, to stay as guest of said home and as such he signed a contract that he would pay \$886.30 a month; A copy of said contract, consisting of seven (7) pages is hereto attached and marked as Annexes "A" to "A-7" and made an integral part of this complaint;

4. That on his stay with plaintiff's home from December 31, 2002 to March 31, 2003, his account stood at \$2758.90 of which he only remitted to plaintiff the amount of \$1038.80 leaving a balance of \$1720.10;

5. That despite repeated demands, defendant refused to pay his account of \$1720.10 and to top it all, he left the home of plaintiff without giving him a thirty (30) day notice of his intent to leave;

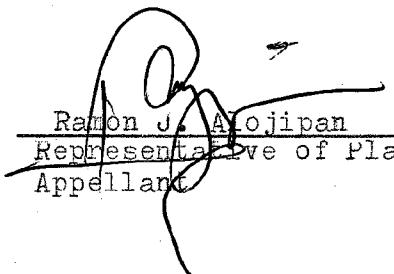
6. That due to defendant's failure to give plaintiff or the Administrator a thirty (30) day notice, as per contract and guidelines issued by the Department of Public Welfare under Act 185, he is liable to pay plaintiff the amount of \$886.30, equivalent to a months rent, thereby making his outstanding account in the amount of \$2606.40, which is now due and demandable;

Wherefore, Plaintiff demands judgment against defendant Maines in the amount of \$2606.40, plus interests, court costs and such other reasonable costs as the court may allow.

  
Parkview Manor, PCH  
By: Ramon J. Alojipan  
Plaintiff/Appellant

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4984 relating to Unsworn Falsification to Authorities.

  
Ramon J. Alojipan  
Representative of Plaintiff/  
Appellant

ADMISSION AGREEMENT FOR  
PERSONAL CARE HOMES

Annex A"

This AGREEMENT, made on December 31, <sup>2002</sup> 19 is  
between the RESIDENT, Mitchell Maines and the  
HOME, Parkview Manor, PCH.

I. CHARGES (Recipients of or eligible applicants for SSI should  
should refer to page 1b in addition to all the  
provisions in this AGREEMENT) NOTE: If RESIDENT is  
SSI eligible, the RESIDENT'S contribution shall  
automatically increase to coincide with increases in  
Social Security and Supplemental Security Income  
payments to RESIDENT.)

A. RESIDENT/Payer agrees to pay an actual base charge of  
\$886.30 per month for room and board and services. Payment  
will be made by self. Payment is due  
on 1st day of month.

B. The charge to hold a bed during hospitalization or other  
extended absence from the HOME is \$29.50/day.

C. Charges for long distance telephone calls are to be paid  
accordingly: LD made by resident will be charged to resident's  
account. 3 minutes when making a call and receiving a call.

D. A list of other charges, if any, is attached as an addendum  
and incorporated in this AGREEMENT.

E. The arrangements, if any, for handling rent rebate funds  
received by the RESIDENT under the Senior Citizens Rebate and  
Assistance Act are as follows:

1/2 will be retained by the Home and  
1/2 will be given to resident

AGREEMENT INSERT  
for  
SSI RECIPIENTS

Annex "A-1"

The following provisions in this AGREEMENT apply to residents who receive or are eligible for SSI benefits:

A-1. RESIDENT will receive the following items and services at no charge beyond the amount in Subsection I-A, page 1 of this AGREEMENT:

1. Necessary personal hygiene items such as a comb, toothbrush, toothpaste, soap, and shampoo. Cosmetic items are not included.
2. Laundry services, including personal laundry, but not including dry cleaning or specialized services.
3. Personal care services, including assistance with financial management if provided.

A-2. The charges for actual rent and other services may not exceed the RESIDENT'S actual current monthly income reduced by a minimum personal needs allowance of \$60.00 per month, as determined by the Department.

A-3. RESIDENT'S contribution shall automatically increase to coincide with increases in Social Security and Supplemental Security Income payments to RESIDENT.

A-4. Payment for rent and other services may not include funds received as lump sum awards, gifts or inheritances, gains from the sale of property, or retroactive government benefits. The HOME 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 the RESIDENT actually resided in the HOME for which full payment has not been received.

A-5. The HOME may not seek or accept in excess of one-half of any rent rebate monies received under the Senior Citizens Rebate and Assistance Act by the RESIDENT who is an SSI recipient.

The HOME will seek 1/2 of the rent rebate monies and the RESIDENT will retain 1/2 of any rent rebate monies received.

func "k-2"

## II. SERVICES

A. The following personal care services are provided to each RESIDENT as needed: Assistance with Personal Hygiene, Assistance with Tasks of Daily Living, Assistance with Medications and Supervised Care.

B. Assistance with Financial Management is an optional service and \_\_\_\_\_ will or \_\_\_\_\_ will not be provided to RESIDENT. If the HOME is a representative payee for a RESIDENT, however, it is considered that financial management is provided. If provided, the arrangements for providing this service are as follows:

C. Laundry Services for bed linens, towels and personal clothing will be provided to RESIDENT, unless noted below:

D. The HOME will have a weekly program of activities designed to promote the RESIDENT's active involvement with other residents, family and the community.

Amoy 11/23/81

## I. RESIDENT RIGHTS

(1) RESIDENT is not restricted in the right to leave and return to the home at reasonable times consistent with the home rules developed in accordance with Regulation 2620.24(a)(7) relating to written agreements.

(2) RESIDENT is free to receive visitors for a minimum of 8 hours daily, 7 days per week.

(3) RESIDENT has access in reasonable privacy to a telephone in the home, and can make local calls without charge, except where a standard pay telephone is used.

(4) RESIDENT has access to the United States mail and can write and send mail, at the resident's own expense, and receive uncensored and unopened mail.

(5) RESIDENT is free to exercise the right to attend and participate in religious activities.

(6) RESIDENT has the right to be treated with dignity and respect.

(7) RESIDENT is free to request and receive assistance in relocating.

(8) RESIDENT is free to exercise civil rights and, to this end, may voice grievances and recommend changes in policies and services of the home without fear of reprisal or intimidation. In addition, the resident shall be made aware of the telephone number of the Governor's Action Center Toll Free Line, 1-800-932-0784, and other advocacy agencies including the local long-term care ombudsman to which the resident may address grievances when the resident feels the grievances have not been properly resolved through the home's grievance procedure. The telephone numbers for the Governor's Action Center Toll Free Line and the local long-term care ombudsman are to be posted in large print in a conspicuous place in the home.

(9) RESIDENT is to be compensated in accordance with State and Federal labor statutes for labor performed on behalf of the home. Residents may perform personal housekeeping tasks related directly to the resident's personal space but may not perform tasks in lieu of a staff person.

(10) RESIDENT has the right to privacy of self and possessions.

(11) RESIDENT has the right to be free from abuse.

(12) RESIDENT is free to associate and communicate with others privately.

(13) RESIDENT is to be free from restraints.

*Annex "A-4"*

**IV. REQUIRED MEDICAL EVALUATION AND SCREENING/TRANSFERS**

A. RESIDENT agrees to have a medical evaluation completed by a physician within 60 days prior to or within 30 days after admission, and annually thereafter. RESIDENT also agrees to provide a copy of his/her annual medical evaluation to the HOME on the form designated by the Department.

B. Within 30 days prior to admission and annually thereafter, the RESIDENT agrees to participate and share needed information for the HOME or the staff of a human service agency to complete the screening instrument to determine the suitability of the HOME to provide the care required of the RESIDENT.

C. If either the medical evaluation or the screening instrument indicates the need for a higher level of care, such as a long-term care nursing facility, a plan for other placement will be made as soon as possible by the HOME in conjunction with the RESIDENT or designated person, if any, or both. The HOME will assist with relocation if necessary.

D. If the RESIDENT becomes incapacitated to the extent that the RESIDENT needs a higher level of care, such as long-term nursing care or psychiatric care, arrangements for the RESIDENT's transfer may be made without a 30 days notice.

**V. CONDITIONS FOR TERMINATION, NOTICE REQUIREMENTS AND REFUNDS**

**A. IF HOME INITIATES DISCHARGE OF RESIDENT**

1. If the HOME initiates a discharge of the RESIDENT or if the HOME chooses to close, the HOME will provide a 30 day prior written notice to the RESIDENT, the designated person and the referral agent citing the reason for discharge.

2. If the RESIDENT moves out before the 30 days are over, the HOME shall give the RESIDENT a refund of any previously paid charges for the remainder of the 30 day period.

**B. IF RESIDENT CHOOSES TO LEAVE HOME**

1. The RESIDENT shall give the HOME written notice of 30 days (no more than 30 days) in advance of the RESIDENT's intent to move out of the HOME.

2. If the RESIDENT moves out without giving the required notice, the RESIDENT owes the HOME for each day covered by the notice period.

KNOP A-5'

C. If no notice is required prior to a resident's leaving, the HOME will refund the remainder of previously paid charges to the RESIDENT within seven (7) days of the date the RESIDENT moves from the HOME. In this circumstance, the resident is required to pay only for the nights spent in the HOME.

D. The HOME's refund policy in the event of RESIDENT's death is  
If Death occurs before the 15th of the Month  
Refund will be made, charges will be on a  
Daily basis. If Death occurs after the 15th  
of the Month, No Refund.

E. The HOME's refund policy concerning Admission Fees, if any, is  
Should there be Admission fees, Refunds will  
be made a week after the transfer of said  
Resident.

F. The HOME's refund policy concerning Security Deposits, if any, is  
Should there be Security Deposits, the same  
will be refunded to resident upon transfer  
of Resident.

G. Other Refund Policies

VI. POWER OF ATTORNEY/GUARDIANSHIP: Effective December 22, 1988, no HOME or its owners, administrators or employees may be assigned power of attorney or guardianship for a resident.

ARMED FORCES  
Navy

## VII. HOUSE RULES

The RESIDENT agrees to abide by the following:

A. Smoking Regulations

No smoking inside the Home, Bedder's Room,  
and Room -

B. Sign Out Procedures

If Resident should want to go out of the Home,  
Administrator or Person in charge should be notified.

C. Visiting Hours

9-5 Monday to Saturday 8-5 Sunday

D. Overnight Absences/Notice Requirements

Administrator should be notified at such  
places should be documented -

E. Meal Times: Breakfast

5:30 - 6:30 AM

Lunch

11:00 - 12:00 Noon

Dinner

4:00 - 5:00 PM

F. Use of House Telephone

3 minutes per call and when receiving.

G. Alcohol

No Alcoholic Beverages Allowed.

H. Fire Drill Participation is Mandatory.

I. Other House Rules

Annex "A-7"

III. ASSURANCE OF CONFIDENTIALITY

A. The HOME acknowledges that the RESIDENT's records are confidential, and, except in emergencies, may not be opened to anyone other than the RESIDENT, the designated person, if any, agents of the Department of Public Welfare and the long-term care ombudsperson without the express written consent of the RESIDENT or without court order.

B. The RESIDENT agrees by signature on this AGREEMENT that such records can be released to persons or institutions entrusted to provide the RESIDENT with medical care.

IX. ACKNOWLEDGMENTS

A. The RESIDENT certifies that he or she has at least \$60.00 per month of his or her own funds for personal expenditures.

B. The RESIDENT acknowledges that this AGREEMENT has been reviewed and explained to the RESIDENT and the designated person, if any.

C. The HOME will provide RESIDENT and the designated person, if any, written notice at least 30 days in advance of changing this AGREEMENT.

Mitchell J. Maines  
RESIDENT'S Signature

12/31/2002  
Date Signed

Alma Jan (Asst. Admin) EMT  
Administration/Designee Signature

12/31/2002  
Date Signed

Payer (if different from RESIDENT)

Date Signed

Designated Person  
(Signature is at the Option of RESIDENT)

Date Signed

If resident is unable to sign, RESIDENT should show mark below:

Resident's Mark

Date Signed

A copy of the signed AGREEMENT is to be given to the RESIDENT, and a copy is to be filed in the RESIDENT's Record.

ACKNOWLEDGMENT

COUNTY: Clearyed

STATE: Penn.

I, Karen L. Stack....in and for said County, in the State aforesaid, do certify that Ramon J. Aloj. Pan..... personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (they, he, she) signed, sealed and delivered the said instrument as (his, her, their) free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and official seal, this.....18th.....day of  
.....June....., 2003..

Karen L. Stack.....

SEAL

RECODER OF DEEDS  
My Commission Expires  
First Monday in January, 2004

**FILED**

0 352 BA 1 acts, 12868

JUN 18 2003

000A

William A. Shaw  
Prothonotary

This does not  
need court  
Approval

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY  
PENNSYLVANIA

(D)

PARKVIEW MANOR :  
Plaintiff/Appellant :  
; : District Justice Appeal  
; : Case Nos 2003-797-CD  
vs. ; :  
; : For: Sum of Money  
; :  
MITCHELL MAINES :  
Defendant/Appellee

COMPROMISE AGREEMENT

NOW, come the plaintiff Parkview Manor, thru its representative, Ramon J. Alojipan, and defendant, Mitchell Maines, hereby avers as follows:

1. That plaintiff and defendant have as they have agreed to settle this case amicably and enter into the foregoing Compromise Agreement;

- a) That defendant admits that his obligation to plaintiff is in the amount of \$2506.40;
- b) That defendant shall pay plaintiff, \$100.00 a month starting July 3, 2003 until the aforementioned amount is paid in full;
- c) That defendant shall deliver the monthly payment of \$100, at the place of business of the plaintiff, which is situated at 107 NFront Street, Clearfield, PA 16830;
- d) That in consideration of this amicable settlement, plaintiff waives the interest and all other costs of this proceedings, with the approval of the Honorable Court;

**FILED**

JUN 24 2003

William A. Shaw  
Prothonotary

2. That by virtue of the foregoing, plaintiff and defendant hereby petition the Honorable Court for the approval of the same;

Wherefore, Plaintiff and Defendant respectfully petition the Honorable Court for the approval of the aforementioned Compromise Agreement.

Clearfield, PA., June 20, 2003.

Parkview Manor  
Plaintiff-Appellant

By; Ramon J. Alojipan



Mitchell Maines M.M.M.  
Defendant-Appellee

Verification

We, Ramon J. Alojipan, plaintiff in this case and Mitchell Maines, verify that the statements made in this Compromise Agreement are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4984 relating to Unsworn Falsification to Authorities.

Ramon J. Alojipan  
Representative of  
Plaintiff

Mitchell Maines M.M.M.  
Defendant

FOR THE HONORABLE COURT'S APPROVAL.

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ACKNOWLEDGMENT

COUNTY: Clearfield

State: Penna

I, Karen L Stack in and for said County, in the State aforesaid, do certify that Ramon J. Alojipan and Mitchell Maines, personally known to me to be the sameperson (s) whose name is subscribed to the foregoing instrument; appeared before me this day in person, and acknowledged that (they, he, she) signed, sealed and delivered the said instrument as (his, her, their) free and voluntary act, for the uses and purposes therein set forth, and desired the same to be recorded as such.

Given under my hand and official seal, this 20th day of

January 2003.

SEAL

Karen L Stack

RECORDER OF DEEDS

My Commission Expires  
First Monday in January, 2004

FILED

O 11.02 B7 sec to plts  
JUN 24 2003 EJK

William A. Shaw  
Prothonotary