

05-1882-CD  
Presbyterian Homes vs S. Russian

Presbyterian et al vs Suzanne Russian  
2005-1882-CD

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20386

NO: 05-1882-CD

PLAINTIFF: GLORIA A. WELLS BY ASSIGNMENT FROM PRESBYTERIAN HOMES, INC., D/B/A WINDY HILL VILLAGE

vs.

DEFENDANT: SUZANNE M. RUSSIAN

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 06/26/2006

LEVY TAKEN 07/17/2006 @ 10:55 AM

POSTED 07/17/2006 @ 10:55 AM

SALE HELD 11/03/2006

SOLD TO GLORIA A. WELLS, BY ASSIGNMENT FORM PRESBYTERIAN HOMES, INC., D/B/A WINDY HILL VILLAGE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/13/2006

DATE DEED FILED 11/13/2006

PROPERTY ADDRESS 1451 WEST HANNAH STREET HOUTZDALE , PA 16651

**SERVICES**

07/18/2006 @ 2:45 PM SERVED SUZANNE M. RUSSIAN

SERVED SUZANNE M. RUSSIAN, DEFENDANT, AT HER RESIDENCE MOUNTAIN LAUREL NURISNG AND REHAB CENTER, 700 LEONARD STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SUZANNE M. RUSSIAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, OCTOBER 20, 2006 RECEIVED A LETTER FROM ATTORNEY GEORGE S. TEST ASSIGNING JUDGMENT TO GLORIA A. WELLS.

**FILED**

NOV 13 2006

0/4:00/w  
William A. Shaw

Prothonotary/Clerk of Courts

pp  
15.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20386

NO: 05-1882-CD

PLAINTIFF: GLORIA A. WELLS BY ASSIGNMENT FROM PRESBYTERIAN HOMES, INC., D/B/A WINDY HILL  
VILLAGE

vs.

DEFENDANT: SUZANNE M. RUSSIAN

Execution REAL ESTATE

SHERIFF RETURN

---

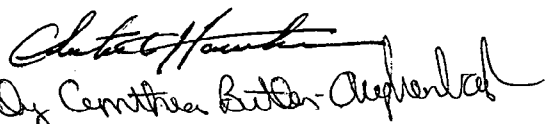
SHERIFF HAWKINS \$220.46

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006  
\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**  
**CIVIL DIVISION**

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE,

Plaintiff

v.

SUZANNE M. RUSSIAN,

Defendant

Writ No. 05-1882-CD  
(To be completed by Attorney)  
Amount: \$18,586.17

Interest: \$431.99  
Costs: \$ 2,520.00  
Attorneys' Fees: \$ 2,500.00

(To be completed by Prothonotary)

Plaintiff \_\_\_\_\_  
Attorney \_\_\_\_\_  
Sheriff \_\_\_\_\_  
This Writ \_\_\_\_\_

**Prothonotary costs 145.00**

**WRIT OF EXECUTION – REAL PROPERTY**

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CLEARFIELD )

SS:

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

Date: 6/26/06

William L. Lish  
Prothonotary

By:

Deputy

Received June 26, 2006 @ 3:15 P.M.  
Chester A. Hawkins  
By Cynthia Butler-Ayherley

### **DESCRIPTION**

**ALL** that certain piece or parcel of land situate in the Town of Loraine, in the Township of Woodward, County of Clearfield and State of Pennsylvania, Being Not. 149 in the said Town of Loraine, and being known and designated as such in the general plan of said Town, and bounded on the North by the Township Road; on the East by Lot No. 148; on the South by an Alley; and on the West by Lot No. 150; and having thereon erected a two story, frame dwelling house and other out buildings; and being the same premises which George Capatch and Juanita Capatch, his wife, by their deed bearing date the 12<sup>th</sup> day of June, A.D. 1947, and recorded in the Recorder's Office of Clearfield County, in Deed Book Vol. 385, page 345, granted and conveyed unto Peter Bungo and Mary Bungo, his wife, as tenants by the entireties; and being so seized thereof, the said Mary Bungo died intestate March 5, 1950, whereupon the estate vested absolutely in Peter Bungo, the survivor, of the Grantors herein named.

Address of the premises: 1451 W. Hannah Street, Houtzdale, Clearfield Cty., PA 16651.

TAX PARCEL NO. 130-M14-410-16

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SUZANNE M. RUSSIAN

NO. 05-1882-CD

NOW, November 13, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 03, 2006, I exposed the within described real estate of Suzanne M. Russian to public venue or outcry at which time and place I sold the same to GLORIA A. WELLS, BY ASSIGNMENT FORM PRESBYTERIAN HOMES, INC., D/B/A WINDY HILL VILLAGE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.46
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$220.46</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	681.01
<b>TOTAL DEED COSTS</b>	<b>\$710.01</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	18,586.17
INTEREST @ %	0.00
FROM TO 11/03/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	2,500.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	431.99
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$21,538.16</b>

**COSTS:**

ADVERTISING	335.86
TAXES - COLLECTOR	536.26
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	710.01
SHERIFF COSTS	220.46
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,376.59</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

PRESBYTERIAN HOMES, INC., \*  
d/b/a WINDY HILL VILLAGE, \*  
Assignor \*

No.: 05-I882-CD

vs. \*

GLORIA A. WELLS, *by assignor* \*  
Assignee \*

ASSIGNMENT OF JUDGMENT \*

**Filed on behalf of Assignee:**

Gloria A. Wells

By: 

George S. Test, Esquire  
P. O. Box 706  
Philipsburg, PA 16866  
(814) 342-4640  
PA. I.D. #15915

GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA

ASSIGNMENT OF JUDGMENT

PRESBYTERIAN HOMES, INC., d/b/a WINDY HILL VILLAGE, with an office and place of business at 1217 Slate Hill Road, Camp Hill, Pennsylvania, hereinafter referred to as "ASSIGNOR" in consideration of the sum of TWENTY-THREE THOUSAND AND NO/100 (\$23,000.00) DOLLARS and other good and valuable consideration heretofore agreed to, receipt of which is hereby acknowledged, hereby assigns and transfers to **GLORIA A. WELLS**, of 642 Union Street, Ginter, Pennsylvania, hereinafter referred to as "ASSIGNEE" that certain Judgment entered at Clearfield County Civil Docket Number 05-1182-CD in the original amount of THIRTY-FOUR THOUSAND, ONE HUNDRED TWENTY-NINE AND 69/100 (\$34,129.69) DOLLARS of which TWENTY-FOUR THOUSAND, ONE HUNDRED TWENTY-NINE AND 69/100 (\$24,129.69) DOLLARS remains unpaid. In addition, ASSIGNOR hereby makes, constitutes, and appoints ASSIGNEE, its Attorney-In-Fact, irrevocably, in ASSIGNOR'S name or otherwise, but at the expense of ASSIGNEE to have, use, and take all lawful means for the recovery of the principal and interest due pursuant to the aforesaid Judgment and in case of payment to discharge and satisfy as fully as ASSIGNOR might or could do if this Assignment were not made.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment on this the 26<sup>th</sup> day of September, 2006.

PRESBYTERIAN HOMES, INC.

By: 

Print Name:

Print Title:

Jeffrey J. Davis  
Senior VP/CO



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Cumberland

}  
} SS:  
}

On this, the 26<sup>th</sup> day of September, 2006, before me, a Notary Public, personally appeared (Name) Jeffrey J. Davis who acknowledges (herself/himself) to be the (Title) Senior VP / CFO of the PRESBYTERIAN HOMES, INC., and as such (Title) Sr. VP / CFO (he/she) is authorized to execute and has executed the foregoing Assignment of Judgment for the purposes therein contained by signing (her/his) name as (Title) Sr. VP / CFO

Susan K Nailor  
N. P.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Susan K. Nailor, Notary Public  
Silver Spring Twp., Cumberland County  
My Commission Expires Nov. 22, 2008  
Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

PRESBYTERIAN HOMES, INC.,  
d/b/a WINDY HILL VILLAGE,  
Assignor

vs.

GLORIA A. WELLS,  
Assignee

No.: 05-1882-CD

ASSIGNMENT OF JUDGMENT


**Filed on behalf of Assignee:**

Gloria A. Wells

By: 

George S. Test, Esquire  
P. O. Box 706  
Philipsburg, PA 16866  
(814) 342-4640  
PA. I.D. #15915

GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA

FILED *no cc*  
*3:11:45 PM*  
OCT 20 2006 *Att. pd.*  
7.00  
William A. Shaw  
Prothonotary/Clerk of Courts 

**ASSIGNMENT OF JUDGMENT**

**PRESBYTERIAN HOMES, INC., d/b/a WINDY HILL VILLAGE**, with an office and place of business at 1217 Slate Hill Road, Camp Hill, Pennsylvania, hereinafter referred to as "**ASSIGNOR**" in consideration of the sum of TWENTY-THREE THOUSAND AND NO/100 (\$23,000.00) DOLLARS and other good and valuable consideration heretofore agreed to, receipt of which is hereby acknowledged, hereby assigns and transfers to **GLORIA A. WELLS**, of 642 Union Street, Ginter, Pennsylvania, hereinafter referred to as "**ASSIGNEE**" that certain Judgment entered at Clearfield County Civil Docket Number 05-1182-CD in the original amount of THIRTY-FOUR THOUSAND, ONE HUNDRED TWENTY-NINE AND 69/100 (\$34,129.69) DOLLARS of which TWENTY-FOUR THOUSAND, ONE HUNDRED TWENTY-NINE AND 69/100 (\$24,129.69) DOLLARS remains unpaid. In addition, ASSIGNOR hereby makes, constitutes, and appoints ASSIGNEE, its Attorney-In-Fact, irrevocably, in ASSIGNOR'S name or otherwise, but at the expense of ASSIGNEE to have, use, and take all lawful means for the recovery of the principal and interest due pursuant to the aforesaid Judgment and in case of payment to discharge and satisfy as fully as ASSIGNOR might or could do if this Assignment were not made.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment on this the 26<sup>th</sup> day of September, 2006.

PRESBYTERIAN HOMES, INC.

By: 

Print Name:

Jeffrey J Davis

Print Title:

Senior VP/CO

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Cumberland

}  
}  
} SS:  
}

On this, the 26<sup>th</sup> day of September, 2006, before me, a Notary Public, personally appeared (Name) Jeffrey G. Davis, who acknowledges (herself/himself) to be the (Title) Senior VP/CFO of the PRESBYTERIAN HOMES, INC., and as such (Title) Sr. VP/CFO (he/she) is authorized to execute and has executed the foregoing Assignment of Judgment for the purposes therein contained by signing (her/his) name as (Title) Sr. VP/CFO.

Susan K Nailor  
N. P.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan K. Nailor, Notary Public  
Silver Spring Twp., Cumberland County  
My Commission Expires Nov. 22, 2008

Member, Pennsylvania Association Of Notaries

GEORGE S. TEST  
ATTORNEY-AT-LAW  
PHILIPSBURG, PA

FILED

OCT 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 05-1882-CD

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on 23 June, 2006, a true and correct copy of the foregoing Praecept for Writ of Execution, Affidavit Pursuant to Pa. R.C.P. 3129.1 and Notice of Sheriff's Sale of Real Estate Pursuant to Pa. R.C.P. 3129.1 has been served upon the person named below at the address(es) stated below by depositing the same in the United States mail, Certified Mail, postage prepaid as follows:

Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

Upon receipt of the signed Certified Mail, Return Receipt Green Cards, the same will be filed of record.

Post & Schell, P.C.

Paula J. McDermott  
Paula J. McDermott, Esquire  
Attorney I.D. # 46664  
17 North 2<sup>nd</sup> Street  
12<sup>th</sup> Floor  
Harrisburg, PA 17101  
(717) 612-6012

Date: 23 June, 2006

**FILED** *wo cc*  
*mjl:5861*  
JUN 26 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**  
**CIVIL DIVISION**

	:	Writ No. 05-1882-CD
	:	(To be completed by Attorney)
	:	Amount: \$18,586.17
PRESBYTERIAN HOMES, INC., d/b/a	:	
WINDY HILL VILLAGE,	:	
	:	Interest: \$431.99
	:	Costs: \$ 2,520.00
Plaintiff	:	Attorneys' Fees: \$ 2,500.00
	:	
	:	(To be completed by Prothonotary)
v.	:	
	:	Plaintiff _____
SUZANNE M. RUSSIAN,	:	Attorney _____
	:	Sheriff _____
Defendant	:	This Writ _____
		<b>Prothonotary costs 145.00</b>

**PRAECIPE FOR WRIT OF EXECUTION - REAL PROPERTY**

TO THE PROTHONOTARY OF SAID COURT:

Issue Writ of Execution in the above captioned case.

DATE: June 23, 2006

Signature: *Paula J. McDermott*  
Print Name: Paula J. McDermott, Esquire  
Address: Post & Schell, PC, 17 N 2<sup>nd</sup> St., 12<sup>th</sup> Fl.  
Harrisburg, PA 17101-1601  
Attorney for: Plaintiff Presbyterian Homes, Inc., d/b/a  
Windy Hill Village  
Telephone No.: (717) 612-6012  
Supreme Court I.D. #: 46664

**FILED** Att'y pd. 20.00  
m/1:58/31  
JUN 26 2006 1cc 96 writs  
w/ descr. to Shff  
William A. Shaw  
Prothonotary/Clerk of Courts (6P)

 COPY

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**  
**CIVIL DIVISION**

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE,

Plaintiff

v.

SUZANNE M. RUSSIAN,

Defendant

: Writ No. 05-1882-CD  
: (To be completed by Attorney)  
: Amount: \$18,586.17  
:  
: Interest: \$431.99  
: Costs: \$ 2,520.00  
: Attorneys' Fees: \$ 2,500.00  
:  
: (To be completed by Prothonotary)  
:  
: Plaintiff \_\_\_\_\_  
: Attorney \_\_\_\_\_  
: Sheriff \_\_\_\_\_  
: This Writ \_\_\_\_\_

**Prothonotary costs 145.00**

**WRIT OF EXECUTION – REAL PROPERTY**

COMMONWEALTH OF PENNSYLVANIA )

)

SS:

COUNTY OF CLEARFIELD )

)

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs in the above-captioned case, you are directed to levy upon and sell the property described in the attached description.

Date: 6/26/06



Prothonotary

By:

Deputy



### **DESCRIPTION**

**ALL** that certain piece or parcel of land situate in the Town of Loraine, in the Township of Woodward, County of Clearfield and State of Pennsylvania, Being Not. 149 in the said Town of Loraine, and being known and designated as such in the general plan of said Town, and bounded on the North by the Township Road; on the East by Lot No. 148; on the South by an Alley; and on the West by Lot No. 150; and having thereon erected a two story, frame dwelling house and other out buildings; and being the same premises which George Capatch and Juanita Capatch, his wife, by their deed bearing date the 12<sup>th</sup> day of June, A.D. 1947, and recorded in the Recorder's Office of Clearfield County, in Deed Book Vol. 385, page 345, granted and conveyed unto Peter Bungo and Mary Bungo, his wife, as tenants by the entireties; and being so seized thereof, the said Mary Bungo died intestate March 5, 1950, whereupon the estate vested absolutely in Peter Bungo, the survivor, of the Grantors herein named.

Address of the premises: 1451 W. Hannah Street, Houtzdale, Clearfield Cty., PA 16651.

TAX PARCEL NO. 003-P12-335-00084

Seized and sold as the property of Suzanne M. Russian, under Judgment No. 05-1882-CD.

### **DESCRIPTION**

**ALL THAT CERTAIN** lot or messuage of ground located and situated in Woodward Township, Clearfield County, Pennsylvania, known as outlot #148 in the plot or plan of the Lorraine Lands.

**BEING** BOUNDED BY Lot No. 147 on the East; lands of James Reese on the South; Lot No. 149 on the West and Pennsylvania Highway Route 53 on the North.

**BEING** a part of what is known as the Israel Wheeler Tract which became vested in J. Oscar Loraine, the said J. Oscar Loraine being so seized died and his descendants having entered into an Agreement of Trust appointing the First National Bank of Philipsburg, Pennsylvania, now the Mid-State Bank & Trust Co., as Trustee thereof under trust agreement dated March 21, 1957, duly recorded in Clearfield County in Miscellaneous Book 107 at Page 367.

**EXCEPTING AND RESERVING**, however, to the Grantors, their successors and assigns, all of the coal, fire clay, oil, gas and other minerals, together with all of the rights necessary and convenient i.e. extract and remove the said coal, fire clay, oil, gas and all other minerals without any liability for so doing and together with the right of ingress, egress and regress to carry out the said purpose.

Address of the premises: 1451 W. Hannah Street, Houtzdale, Clearfield Cty., PA 16651.

TAX PARCEL NO. 130-M14-410-00031

Seized and sold as the property of Suzanne M. Russian, under Judgment No. 05-1882-CD.

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 05-1882 CD

**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

Please enter judgment in the amount of \$34,129.69 against Defendant Suzanne M. Russian upon the docket in the Court of Common Pleas of Clearfield County, Pennsylvania. A copy of the Notice of Intent to Enter Default Judgment and copy of Certified Mail Return Receipt card, signed by a representative of Suzanne M. Russian on her behalf, is attached hereto as Exhibit "A."

Respectfully submitted,

POST & SCHELL, P.C.

*Paula J. Mc Dermott*

PAULA J. MCDERMOTT, ESQUIRE  
Attorney I.D. # 46664  
17 North Second St.  
12th Floor  
Harrisburg, PA 17101-1601  
(717) 612-6012

Attorneys for Plaintiff

Date: April 3, 2006

**FILED** Any pd. 20.00  
m 12:25 PM  
APR 06 2006 1 CC 7 Notice to Def.  
(6)

William A. Shaw  
Prothonotary/Clerk of Courts



17 North Second Street  
12th Floor  
Harrisburg, PA 17101-1601  
717-731-1970 Main  
717-731-1985 Fax  
www.postschell.com

Paula J. McDermott

pmcdermott@postschell.com  
717-612-6012 Direct  
File Number: 1485/119726

March 21, 2006

**VIA CERTIFIED MAIL and REGULAR MAIL**

**FILE**

Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

**RE: Windy Hill Village v. Suzanne M. Russian**

Dear Ms. Russian:

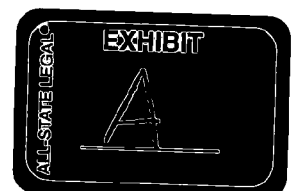
Enclosed constituting service upon you please find a Notice of Intent to Enter Default Judgment for the above captioned matter.

Thank you for your attention to this matter.

Very truly yours,

  
Paula J. McDermott

PJM:djs  
Enclosure



PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 05-1882 CD


**NOTICE OF INTENT TO ENTER DEFAULT JUDGMENT**

TO: Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

**IMPORTANT NOTICE**

**YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street.  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

  
POST & SCHELL, P.C.  
PAULA J. MCDERMOTT, ESQUIRE  
Attorney I.D. # 46664  
17 North Second Street, 12th Floor  
Harrisburg, PA 17101-1601  
(717) 731-1970  
Attorneys for Plaintiff, PHI

Dated: March 21, 2006



17 NORTH SECOND STREET  
12TH FLOOR  
HARRISBURG, PA 17101-1601



UNITED STATES POSTAGE  
02 1A \$00.39  
0004382187 MAR 21 2006  
MAILED FROM ZIP CODE 17101

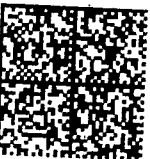
Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

CERTIFIED MAIL



7000 1530 0001 0186 9669

Return Receipt Requested



UNITED STATES POSTAGE  
02 1A \$04.64  
0004382187 MAR 21 2006  
MAILED FROM ZIP CODE 17101



17 NORTH SECOND STREET  
12TH FLOOR  
HARRISBURG, PA 17101-1601

Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

**SENDER: COMPLETE THIS SECTION**

- 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:

Suzanne M. Russian  
Mountain Laurel Nursing  
and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

2. Article Number

(Transfer from service label)

7000 1530 0001 0186 9669

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Cindy Lightner* ☐ Agent ☒ Addressee

B. Received by (Printed Name) *Cindy Lightner* Date of Delivery *MAR 23 2006*

D. Is delivery address different from item 1? ☐ Yes ☒ No  
If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

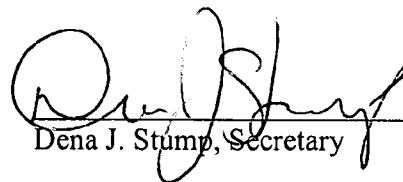
☐ Yes

**CERTIFICATE OF SERVICE**

I, Dena J. Stump, an employee of the law firm of Post & Schell, P.C., do hereby certify that on the date set forth below, I did serve a true and correct copy of the foregoing document upon the following persons at the following addresses indicated below by sending same in the United States mail, first-class, postage prepaid:

Suzanne M. Russian  
Mountain Laurel Nursing and Rehab Center  
700 Leonard Street  
Clearfield, PA 16830

POST & SCHELL, P.C.

  
Dena J. Stump, Secretary

Date: April 3, 2006



PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO: 05-1882 CD

**NOTICE OF ENTRY OF JUDGMENT**

TO: Defendant Suzanne M. Russian

Pursuant to Rule 236 of the Pennsylvania Rules of Civil Procedure, you are hereby notified that default judgment has been entered against you in the above-captioned proceedings in the amount of \$34,129.69. A copy of the Praecept for Entry of Judgment is attached with this certified Notice of Entry of Judgment.

The name and post office of the creditor is Presbyterian Homes, Inc., 1217 Slate Hill Road, Camp Hill, PA 17011. The name and post office address of counsel to the Judgment/Creditor is: Paula J. McDermott, Esquire, Post & Schell, P.C., 17 North Second Street, 12th Floor, Harrisburg, PA 17101, (717) 612-6012.



Prothonotary

Date: April 6, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

CC: Y

Presbyterian Homes, Inc.  
Windy Hill Village  
Plaintiff(s)

No.: 2005-01882-CD

Real Debt: \$34,129.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Suzanne M. Russian  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 6, 2006

Expires: April 6, 2011

Certified from the record this 6th day of April, 2006.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

**POST & SCHELL, P.C.**  
BY: PAULA J. MCDERMOTT  
I.D. #:46664  
17 NORTH SECOND STREET  
12TH FLOOR  
HARRISBURG, PA 17101-1601  
717-731-1970

ATTORNEYS FOR PLAINTIFF  
PRESBYTERIAN HOMES, INC., t/d/b/a  
WINDY HILL VILLAGE

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

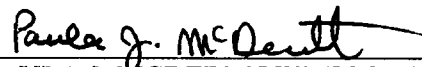
NO: 05-1882-CD

**LIS PENDENS**

TO THE PROTHONOTARY:

Kindly impose a Lis Pendens relative to the above-captioned matter on the property  
located at 1451 West Hannah Street, Houtzdale, Clearfield County, PA 16651.

POST & SCHELL, P.C.



PAULA J. MCDERMOTT, ESQUIRE  
Attorney I.D. # 46664  
17 North Front Street  
12th Floor  
Harrisburg, PA 17101-1601

Date: March 21, 2006

Attorney for Plaintiff, Presbyterian Homes,  
Inc.

FILED 3ce  
mjl:1930  
MAR 23 2006  
Atty McDermott  
Atty pd. do. oo  
William A. Shaw  
Prothonotary/Clerk of Courts @K

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101050  
NO: 05-1882-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: PRESBYTERIAN HOMES, INC. d/b/a WINDY HILL VILLAGE  
vs.  
DEFENDANT: SUZANNE M. RUSSIAN

SHERIFF RETURN

NOW, December 22, 2005 AT 11:09 AM SERVED THE WITHIN COMPLAINT ON SUZANNE M. RUSSIAN DEFENDANT AT MOUNTAIN LAUREL NURSING & REHAB CENTER,, 700 LEONARD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SUZANNE M. RUSSIAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
012:573N  
MAR 07 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	POST	12460	10.00
SHERIFF HAWKINS	POST	12460	20.37

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Mark A. Harris*

Chester A. Hawkins  
Sheriff

**POST & SCHELL, P.C.**  
BY: PAULA J. MCDERMOTT  
I.D. #:46664  
17 NORTH SECOND STREET  
12TH FLOOR  
HARRISBURG, PA 17101-1601  
717-731-1970

ATTORNEYS FOR PLAINTIFF  
PRESBYTERIAN HOMES, INC., t/d/b/a  
WINDY HILL VILLAGE

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO:

05-1882-CD

**FILED**

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DEC 02 2005 ICC SHP

William A. Shaw  
Prothonotary

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

## **NOTICIA**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros detechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABODAGO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

**POST & SCHELL, P.C.**  
BY: PAULA J. MCDERMOTT  
I.D. #:46664  
17 NORTH SECOND STREET  
12TH FLOOR  
HARRISBURG, PA 17101-1601  
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ATTORNEYS FOR PLAINTIFF  
PRESBYTERIAN HOMES, INC., t/d/b/a  
WINDY HILL VILLAGE

PRESBYTERIAN HOMES, INC., d/b/a  
WINDY HILL VILLAGE

Plaintiff,

v.

SUZANNE M. RUSSIAN

Defendant.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY,  
PENNSYLVANIA

NO:

### **COMPLAINT**

AND NOW, comes Presbyterian Homes, Inc., d/b/a, Windy Hill Village, by and through its attorneys, Post & Schell, P.C., and in support of this Complaint avers the following:

1. Plaintiff is Presbyterian Homes, Inc., a non-profit corporation with an address of 1217 Slate Hill Road, Camp Hill, Cumberland County, Pennsylvania 17011.
2. Plaintiff operates the facility, Windy Hill Village, which has an address of 100 Dogwood Drive, Philipsburg, Clearfield County, PA 16866.
3. Defendant, Suzanne Russian, is an adult individual with an address of Mountain Laurel Nursing and Rehab Center, 700 Leonard Street, Clearfield, PA 16830.

4. On January 20, 2003, Suzanne Russian signed a contract at the time of her admission to Windy Hill Village.

5. A true and correct copy of that contract is incorporated hereby and attached hereto as Exhibit "A."

6. That contract obligated Ms. Russian to pay for care and services received at Windy Hill Village and in addition to cooperate in making an application for Medicaid.

7. Ms. Russian has neither paid the amount due and owing nor cooperated in filing a Medicaid application.

8. Ms. Russian has breached the contract between the parties, and the amount of \$34,129.69 is currently due and owing.

#### **COUNT I – BREACH OF CONTRACT**

9. The averments of Paragraphs 1-8 are incorporated hereby as if set forth fully and at length.

10. Defendant Suzanne Russian breached the contract between the parties attached hereto as Exhibit "A."

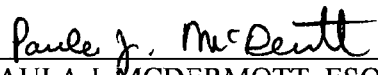
11. Presbyterian Homes, Inc., d/b/a Windy Hill Village has been damaged by the breach in the amount of \$34,129.69.



WHEREFORE, Plaintiff respectfully requests this Honorable Court to grant judgment in its favor and against Defendant in an amount of \$34,129.69, with interest, costs, attorneys' fees and whatever other relief the Court may consider just and equitable.

Respectfully submitted,

POST & SCHELL, P.C.

  
\_\_\_\_\_  
PAULA J. MCDERMOTT, ESQUIRE  
Attorney I.D. # 46664  
17 North Second St., 12th Floor  
Harrisburg, PA 17101-1601

Dated: December 1, 2005

Attorneys for Plaintiff

**VERIFICATION**

I, Jeffrey Davis, a duly authorized representative of Presbyterian Homes, Inc., Plaintiff in this matter, hereby affirm that the facts and matters set forth in the foregoing COMPLAINT are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements made therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

PRESBYTERIAN HOMES, INC.

By: \_\_\_\_\_

Title:

Date: November 28, 2005



**NURSING FACILITY ADMISSION AGREEMENT**

**PRESBYTERIAN HOMES  
IN  
THE PRESBYTERY OF HUNTINGDON**

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# NURSING FACILITY ADMISSION AGREEMENT

THIS AGREEMENT, is made by and between Presbyterian Homes in the Presbytery of Huntingdon, a Pennsylvania non-profit corporation located at 312 Betts Street, Hollidaysburg, Pennsylvania, and Supreme Housing (called "Resident") for admission of Resident to Presbyterian Homes of M (called "Facility") on 1-16-03 and

\_\_\_\_\_ of \_\_\_\_\_, Resident's  
attorney-in-fact or the individual who has lawful access to Resident's income and  
financial resources available to pay for nursing care (called "Responsible Person").

Resident, having applied for admission, and Responsible Person and/or the Resident's attorney-in-fact, affirm that the information provided in the "Application for Admission" is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Facility, Resident and Responsible Person and/or the Resident's attorney-in-fact, agree to the following terms and conditions:

1. PROVISION OF SERVICES.

**1.1 Basic Services.** Facility will provide Resident with (a) routine nursing services as defined by the Facility and reflected on the Fee Schedule, (b) semi-private accommodations, (c) three meals each day, except as otherwise medically indicated (d) blankets, bed linens, towels and wash cloths, (e) laundering of linens, (f) laundering of personal clothing, (g) housekeeping services, and (h) activity programs and social services as established by Facility.

1.2 **Ancillary Services and Supplies.** Facility will provide ancillary services and supplies, and private accommodations at the option and upon the request of the Resident, or upon the direction of Resident's treating physician or the Facility's medical director based on a medically necessary standard, in exchange for additional charges as reflected in the Fee Schedule attached to this Agreement and incorporated by reference.

**1.3 Services of Other Providers and Non-Facility Services.** The Facility makes available, from time to time, the services of outside providers and non-facility services which the resident may choose, such as a licensed physician and dentist, a registered pharmacist and licensed pharmacy for the provision of pharmaceutical supplies, a licensed hospital, rehabilitation therapies and diagnostic services, psychological services, laboratory, x-ray, podiatry, optometry, medications, ambulance services and hearing aid repair. These services will be made available at

Resident's expense. The outside provider must be properly licensed or registered under the law, and must comply with all applicable government rules and Facility policies.

**1.4 Role of Attending Physician.** Facility is not obligated to provide Resident with any medicines, treatments, special diets or equipment without specific orders or directions from Resident's attending physician. In the event Resident's personal physician is unavailable, Facility's medical director may issue appropriate orders. Resident is responsible to pay for all services or equipment ordered by Resident's attending physician or Facility's medical director for Resident's care.

## **2. CHARGES.**

**2.1 Advance Deposit.** On or before admission, Resident shall pay \$\_\_\_\_\_ as an Advance Deposit. The Advance Deposit shall be refunded after deductions for payment of any outstanding bills or other amounts due Facility within thirty (30) days of the date of Resident's death, permanent transfer, discharge or determination of Medicaid eligibility. Individuals whose payor source at the time of admission is Medicaid or Medicare have no obligation to pay the Advance Deposit.

**2.2 Recurring/Periodic Charges for Basic Services.** Resident shall pay, in exchange for the Basic Services, the Daily Rate in effect at the time the service is rendered as reflected on the Fee Schedule, which may be amended from time to time. Facility shall provide thirty (30) days advance written notice of any such changes. Charges for Basic Services will begin on the date of admission.

**2.3 Additional Charges for Ancillary Services and Supplies.** Resident shall pay for other services and supplies provided by or through Facility which are not covered by the Daily Rate. Resident shall pay in exchange for ancillary services or supplies the charges in effect at the time such ancillary services or supplies are rendered as reflected on the Fee Schedule. Any items ordered by a physician, which are not identified on the Fee Schedule, will be provided at charges established by Facility.

**2.4 Charges for Outside and Non-Facility Services.** In addition to Facility's charges, Resident shall pay all fees and costs for goods or services furnished to or for Resident by anyone other than Facility as described in section 1.3 under this Agreement unless otherwise covered by Medicare or Medicaid. Resident, Responsible Person, or Resident's attorney-in-fact are responsible for payment of such fees and costs whether the goods and services are furnished by a person or provider made available by Facility, or by a person or provider selected by Resident, and whether the goods or



services are provided at Facility or elsewhere. These fees and costs are not included in the Daily Rate.

### 3. PERIODIC BILLINGS AND PAYMENT DUE DATE.

3.1 **Monthly Statements and Other Billings.** On or before the 5th day of each month, Resident, Responsible Person or Resident's attorney-in-fact will receive a billing statement reflecting charges incurred in the prior month. All bills are due and payable by the 20th calendar day of the month.

3.2 **Modification of Charges.** Facility reserves the right to change from time to time the amount of any of its charges or how and when its charges are computed, billed or become due. Facility shall provide thirty (30) days advance written notice of any such changes.

3.3 **Late Charges and Cost of Collection.** Any bills unpaid after the 20th day of the month of issue are subject to a late charge of one and one-half percent (1 1/2%) per month (annual rate of eighteen percent (18%)), and Resident, Responsible Person or Resident's attorney-in-fact are obligated to pay any late charges. In the event Facility initiates any legal actions or proceedings to collect payments due from Resident under this Agreement, Resident shall be responsible to pay all attorney's fees and costs incurred by Facility in pursuing the enforcement of Resident's financial obligations under this Agreement.

3.4 **Billing Information.** Statements are to be sent to: Self  
Resident, Responsible Person and/or Resident's attorney-in-fact shall notify the Facility within ten days of any change in the billing address.

3.5 **Obligations of Resident's Estate and Assignment of Property.** This agreement shall operate as an assignment, transfer and conveyance to Facility of so much of Resident's property as is equal in value to the amount of any unpaid obligations under this Agreement, and this assignment shall be an obligation of Resident's estate and may be enforced against Resident's estate. Resident's estate shall be liable to and shall pay to Facility an amount equivalent to any unpaid obligations of Resident under this agreement. This assignment shall apply whether or not Resident is occupying the Facility at the time of Resident's death.

4. **CHANGES IN ROOM ASSIGNMENTS OR ROOMMATES.** Facility reserves the right and discretion to transfer Resident to another room or bed within the Facility consistent with the safety, care and welfare needs of Resident. Facility reserves the right and discretion to transfer Resident's roommate, if any, at any time consistent with the needs of the Facility.

## 5. MEDICARE/MEDICAID PROGRAMS.

5.1 **Participation in Programs.** Facility currently participates in the Pennsylvania Medical Assistance program ("Medicaid") and the Medicare program. The Facility reserves the right to withdraw from the Medicaid or Medicare programs in accordance with law.

5.2 **Actions of Medicaid and Medicare Agencies.** The Pennsylvania Department of Public Welfare ("DPW") is responsible for administering benefits under the Medicaid program, and the Health Care Financing Administration ("HCFA") is responsible for administering the Medicare program through an intermediary. Resident acknowledges that Facility is not responsible for and has made no representations regarding the actions or decisions of DPW, HCFA or the Medicare intermediary in administering the programs.

5.3 **Medicaid Benefits.** Resident is obligated to notify the Facility three (3) months in advance if income and resources will no longer be sufficient to meet the terms of this Agreement. Resident is obligated to apply for Medicaid benefits sixty (60) days prior to such time as Resident's resources are no longer sufficient to pay all Facility charges for Resident's care and stay. The Advance Deposit shall be an available resource of the Resident and may be applied to Resident's financial obligations, under the terms of this Agreement, before Resident becomes a recipient of Medicaid benefits. Resident is obligated to make full and complete disclosure regarding all financial resources and income by the date established by the DPW caseworker during the application process. Failure to identify all resources and income, or the submission of false information, may result in the termination of this Agreement.

For residents approved for Medicaid benefits, the Facility will accept payment from the Commonwealth of Pennsylvania and, if applicable, the Resident's Patient Pay Amount as determined by the DPW, as payment in full only for those services covered by the Medicaid program which include the different acuity levels of nursing services reflected on the Fee Schedule. Resident remains obligated to pay such Patient Pay Amount, less any qualified medical expense deductions as determined by DPW, on a monthly basis. Services not covered by Medicaid are identified in the Fee Schedule.

In the event resident applies for Medical Assistance benefits, Resident, Responsible Person or Resident's attorney-in-fact shall arrange for the designation of the Facility as representative payee for an amount not to exceed the Patient Pay amount as determined by DPW.

5.4 **Medicare Part A and Medicare Part B Benefits.** The Facility shall accept payment from the Medicare intermediary as payment in full only for those services covered under either the Medicare Part A or Medicare Part B program.

Resident is responsible to pay applicable Medicare co-insurance amounts. Services not covered by Medicare are identified in the Fee Schedule.

**5.5 Non-Covered Services.** Resident is and remains obligated to pay Facility for services and supplies not covered by the Medicaid or the Medicare programs.

**6. ENROLLMENT IN A HEALTH MAINTENANCE ORGANIZATION ("HMO") OR OTHER MANAGED CARE PLAN.**

In the event that Resident subscribes to and/or is enrolled in a Health Maintenance Organization ("HMO") or other managed care plan, including managed care plans that provide Medicare benefits, and the Facility is a participating provider in Resident's managed care plan, the Resident is obligated to pay for any services or supplies not covered by the managed care plan and any co-payments or other cost sharing amounts provided for in the managed care plan. All services or supplies not covered by any managed care plan in which the Facility is a participating provider are identified in the Fee Schedule. The Facility reserves the right to withdraw from any managed care plan in which Resident is enrolled. In the event that Facility withdraws from Resident's managed care plan or is not a participating provider, Resident remains obligated for and shall pay all charges for services and supplies provided to Resident by Facility.

**7. DURABLE FINANCIAL POWER-OF-ATTORNEY.** Resident shall furnish to the Facility, no later than the date of admission, a durable special power-of-attorney executed by Resident relating to financial decisions and payment for services. The power-of-attorney shall be maintained in the files of the Facility. The name and address of the designated attorney-in-fact is \_\_\_\_\_

**8. OBLIGATIONS OF RESPONSIBLE PERSON AND/OR ATTORNEY IN FACT.**

**8.1 General obligations.** Responsible Person and/or the Attorney-In-Fact designated in the durable power of attorney described in this Agreement shall pay for services and supplies that are billed by and through Facility, or billed directly to the Resident, Responsible Person and/or Resident's attorney-in-fact by any other provider, from the Resident's resources only. Responsible Person and/or attorney-in-fact shall comply with all other terms of this Agreement not related to payment for services. Responsible person and/or attorney-in-fact shall assist in the preparation, completion and submission, if applicable, of Resident's application for medical assistance benefits. The failure to assist timely in the medical assistance application process may result in the discharge of resident for non-payment. In the event resident

applies for medical assistance benefits, responsible party/attorney-in-fact shall arrange for the designation of the Facility as representative payee for any Social Security related benefits of Resident, which will be applied to cover the patient pay amount as determined by DPW and described in Section 5.3.

**8.2 Potential Liability.** In the event that Responsible person and/or attorney-in-fact withholds, appropriates for personal use or otherwise does not turn over to Facility for payment of Resident's financial obligations under this Agreement any resources or funds of the Resident which are available to pay for the Resident's care, then Responsible person and/or Attorney-in-Fact shall be obligated to pay to the Facility from their own resources as liquidated damages an amount equivalent to any such withheld or misappropriated funds.

## **9. THIRD-PARTY PAYMENTS.**

**9.1 Eligibility for Third Party Payments.** Resident may be or may become eligible to receive financial assistance, reimbursement or other benefits from third-parties, such as through private insurance, employee benefit plans, Medical Assistance under the Pennsylvania Medical Assistance Program, Medicare benefits, supplementary medical or other health insurance, supplemental security income insurance, or old-age survivors' or disability insurance. If Resident is or becomes eligible to receive payments from any third-parties for Resident's stay and care, the Facility reserves the right to collect such payments directly from the third-party source or to hold the Resident, Responsible Person or Resident's attorney-in-fact responsible for the third-party payment in addition to obligations for all cost-sharing payments such as deductible amounts and co-payments. The Resident and Responsible Person and/or Resident's attorney-in-fact shall at all times cooperate fully with Facility and each third-party payor to secure payment. Cooperation includes, when requested, providing information, signing and delivering documents, and having Facility designated to the extent permitted by law as the Resident's representative payee for receipt of Federal Social Security benefits or any other federal or state governmental assistance, reimbursement or benefits to the extent of all amounts due Facility.

**9.2 Assignment of Payments.** Resident irrevocably authorizes the Facility to make claims and to take other actions to secure for Facility receipt of third-party payments to reimburse Facility for its charges for the stay and care of Resident. To the fullest extent permitted by law, as security for payment of Facility's charges, Resident hereby assigns to Facility all of Resident's rights to any third-party payments now or subsequently payable to the extent of all charges due under this Agreement. Resident, Responsible Person or Resident's attorney-in-fact promptly shall endorse and turn over to Facility any payments received from third-parties to the extent necessary to satisfy the charges under this Agreement.

## 10. PERSONAL FINANCES.

**10.1 Personal Funds Management.** Resident is and will be responsible to provide his or her personal funds, and Resident has the right to manage his or her personal funds. Resident may authorize Facility, in writing on a document provided by Facility, to hold Resident's personal funds, and may revoke at any time Facility's authorization by providing Facility with a written notice signed and dated by Resident, Responsible Person or Resident's attorney-in-fact. The Advance Deposit, which is described in Section 2.1 of this Agreement, is not a fund available to the Resident prior to death, permanent transfer or other discharge.

**10.2 Refunds.** Any funds of Resident held by Facility, including the Advance Deposit, after deductions for payment of any outstanding bills or other amounts due Facility, will be refunded within thirty (30) days after Resident's discharge or death. In the event of Resident's death, such refund will be made to the duly authorized representative of Resident's estate.

## 11. TERMINATION, TRANSFER OR DISCHARGE.

**11.1 Resident Initiated.** Resident may terminate this Agreement upon fourteen (14) days written notice to Facility. If Resident leaves Facility for any reason other than a medical emergency, death or medically-planned discharge, Resident must give written notice to Facility at least fourteen (14) days in advance of transfer, discharge or termination of this Agreement. If advance written notice is not given to Facility, there will be due to Facility its Daily Rate and other charges then in effect for Resident's stay and care for the required fourteen (14) day notice period. The charge applies whether or not the Resident remains at the Facility during the fourteen (14) day notice period. The charge specified in this section does not apply to a resident whose payor source is Medicare part A or Medical Assistance.

**11.2 Facility Initiated.** Facility may terminate this Agreement and Resident's stay, and transfer or discharge Resident if:

- (a) the transfer or discharge is necessary to meet Resident's welfare and Resident's needs cannot be met in the Facility;
- (b) Resident's health has improved sufficiently so that Resident no longer needs the services provided by Facility;
- (c) the safety or health of individuals in the Facility is or otherwise would be endangered;
- (d) Resident has failed, after notice, to pay for (or to have paid or treated as paid under the Medicare or Medical Assistance Programs) charges for Resident's care and stay at Facility. Failure to pay shall include the failure to submit timely an

application for medical assistance benefits or refusal by Resident or Resident's Responsible Person and/or attorney-in-fact to cooperate in the application process.

- (e) Facility ceases to operate.

**11.3 Notice and Waiver of Notice.** Facility will notify Resident and Responsible Person (or if none, a family member or legal representative of the Resident, if known to Facility) at least thirty (30) days in advance of transfer or discharge. However, if any case described in subparagraph (a), (b), (c) above, or if the Resident has not resided at Facility for at least thirty (30) days, Facility will give such notice before transfer or discharge as is practicable under the circumstances.

## **12. READMISSION - BED HOLD POLICY.**

**12.1 Private Pay and Medicare Residents.** If Resident leaves Facility for a period of hospitalization, therapeutic leave, or any other reason (other than Resident's death), and if Resident is not eligible for, or receiving, Medical Assistance benefits, Resident's bed will be reserved at the Daily Rate unless Resident, Responsible Person or Resident's attorney-in-fact elects not to reserve a bed in writing. If Resident's bed is not reserved, then Resident will be discharged from the Facility.

**12.2 Medical Assistance Residents.** If Resident is eligible for or receiving Medical Assistance benefits, and Resident leaves Facility for a period of hospitalization or therapeutic leave, Resident's bed will be reserved for the applicable maximum number of days paid for a reserved bed under the Pennsylvania Medical Assistance Program. The current bed reservation period is fifteen (15) days for hospitalization per hospital admission, fifteen (15) days per calendar year for therapeutic leave for residents receiving skilled nursing care, and thirty (30) days per calendar year for therapeutic leave for residents receiving intermediate nursing care. The bed reservation period may be subject to change in accordance with any changes in the Pennsylvania Medical Assistance Program. If the period of hospitalization or therapeutic leave exceeds the maximum time for reservation of a bed under the Pennsylvania Medical Assistance Program, Resident will be entitled to the first available accommodation suitable for Resident's level of care if, at the time readmission, Resident requires the services provided by Facility. Alternatively, following the lapse of the bed reservation period covered by Medical Assistance, Resident may reserve a bed by electing to pay the private pay rate, and by providing written notice and advance payment for the days included in the reservation period.

**13. FACILITY RULES, REGULATIONS, POLICIES AND PROCEDURES.** Resident shall comply fully with all governmental laws and regulations, the provisions of this Agreement, and Facility's rules, regulations, policies and procedures as published in the Facility's Resident Handbook or others made available by the Facility.

Facility reserves the right to amend or change its rules, regulations, policies and procedures. The Facility's rules, regulations, policies and procedures shall not be construed as a contract. They do not grant any contractual rights, and they are subject to change from time to time.

#### **14. PERSONAL AND OTHER PROPERTY.**

**14.1 Responsibility for Maintenance and Loss.** Resident is and will be responsible to furnish and maintain his or her own clothing and other items of property as needed or desired. Resident may obtain at his or her own expense, casualty insurance to cover potential damage to or loss of any of Resident's personal property. Facility will not be liable for damage to or loss of any of Resident's personal property unless due to staff negligence. A bedside cabinet with a locked drawer is available to secure resident personal possessions.

**14.2 Disposition Upon Resident's Death.** In the event of Resident's death, Facility is authorized to transfer Resident's personal property to a duly authorized representative of the Resident's estate. The duly authorized representative of Resident's estate must acknowledge, in writing, the receipt of the personal property transferred to his or her custody by Facility.

**14.3 Disposition and Storage.** Within twenty-four hours of Resident's permanent transfer, discharge or death, Facility shall move and place Resident's personal property in storage until claimed. If Resident's personal property remains unclaimed for thirty (30) days after permanent transfer, discharge or death, Facility may dispose of Resident's property. Resident or Resident's estate shall be obligated to pay all costs of storage or disposition.

**14.4 Damage to Room or Facility Property.** Resident or Resident's estate is responsible for any damages caused to Facility property beyond normal wear and tear, and shall pay for the repair and replacement of damaged property, based on the actual charge or cost to Facility for such repair or replacement.

#### **15. RESIDENT RECORDS.**

Resident authorizes Facility to make Resident's personal and medical records available to both Facility staff and others under contract with the Facility to provide either consultation relating to health care or health care services for purposes of determining appropriateness and level of care, and to develop Resident support and care plans. Resident authorizes the release of his or her record to any other health care provider to which Resident is transferred or to a physician from whom the Resident receives treatment. Resident's records otherwise shall remain confidential and shall not be opened to anyone, other than Resident, authorized agents of the state or federal

governments and the Long Term Care Ombudsman, without the express written consent of Resident or without a subpoena or other judicial order.

16. **MEDICAL TREATMENT AUTHORIZATION.** Resident authorizes Facility to provide care and treatment consistent with the terms of this Agreement.

17. **DEATH OF RESIDENT.** In the event of Resident's death, Facility is authorized to arrange for the transfer of Resident's body to the Funeral Home designated by Resident at the time of admission. Facility shall notify the person(s) designated by Resident in the event of Resident's death. Resident's estate is responsible for the payment of all costs associated with the transfer and funeral expenses.

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

19. **NOTICE.** Wherever written notice is required to be given to Facility under this Agreement, it shall be sufficient if notice is provided by personally delivering it by first-class mail, return receipt requested, addressed to \_\_\_\_\_

\_\_\_\_\_. Notice to Resident will be provided by personal delivery to Resident's room, or where applicable, by first-class mail to Responsible Person and/or attorney-in-fact. Resident, Responsible Person and/or Resident's attorney-in-fact shall notify the Facility within ten days if the address, to which notice should be delivered, is changed.

20. **INDEMNIFICATION.** Resident is responsible to pay for any damages or injuries caused by Resident to other persons, residents or staff and shall indemnify and hold Facility harmless from any claims, actions or proceedings against Facility resulting from Resident's actions or omissions.

21. **FACILITY'S GRIEVANCE PROCEDURE**

**21.1 Reporting Complaints.** If Resident, Responsible Party, or Resident's attorney-in-fact believe(s) that Resident is being mistreated in any way or Resident's rights have been or are being violated by staff or another resident, Resident or Responsible Person shall make his/her complaint known to Facility's staff. Resident, Responsible Person, or Resident's Attorney-in-Fact must first notify Facility of any such complaints, and provide the Facility with sixty (60) days to resolve the complaint satisfactorily to Resident before the Resident may pursue arbitration. This notice requirement is not intended to preclude Resident, Responsible Person, or Resident's



Attorney-in-Fact from filing a complaint with any appropriate governmental regulatory agency.

**21.2 Facility's Obligations.** Facility will review and investigate the complaint and provide a response to Resident/Resident's attorney-in-fact or the Responsible Party.

**Mandatory Arbitration.** *Arbitration is a specific process of dispute resolution utilized instead of the traditional state or federal court system. Instead of a judge and/or jury determining the outcome of a dispute, a neutral third party ("Arbitrator") chosen by the parties to this Agreement renders the decision, which is binding on both parties. Generally an Arbitrator's decision is final and not open to appeal. The Arbitrator will hear both sides of the story and render a decision based on fairness, law, common sense and the rules established by the parties. When Arbitration is mandatory, as it is in this Agreement, it then becomes the only process available to the parties. Mandatory Arbitration has been selected with the goal of reducing the time, formalities and cost of utilizing the court system.*

**Mandatory Arbitration Process and Procedures**

(a) **Contractual and/or Property Damage Disputes.** Any controversy, dispute, disagreement or claim of any kind or nature, arising from, or relating to this Agreement, or concerning any rights arising from or relating to an alleged breach of this Agreement, with the exception of guardianship proceedings resulting from the alleged incapacity of the Resident and with the further exception of amounts in controversy of less than Eight Thousand Dollars (\$8,000), shall be settled exclusively by arbitration. This means that the Resident will not be able to file a lawsuit in any court to resolve any disputes or claims that the Resident may have against the Facility. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to resolve any disputes or claims against the Facility. It also means that the Facility is giving up any rights it may have to a jury trial or to bring claims in a court against the Resident. The Arbitration shall be administered by the American Arbitration Association in accordance with the American Arbitration Association's Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Resident and/or Responsible Person acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Responsible Person relinquish and give up their rights to a jury trial on any matter submitted to arbitration under this Agreement.

(b) **Personal Injury or Medical Malpractice.** Any claim that the Resident may have against the Facility for any personal injuries sustained by the Resident arising from or relating to any alleged medical malpractice, inadequate care, or any other cause or reason while residing in the Facility, shall be settled exclusively by arbitration. This means that the Resident will not be able to file a lawsuit in any court to bring any claims that the Resident may have against the

Facility for personal injuries incurred while residing in the Facility. It also means that the Resident is relinquishing or giving up all rights that the Resident may have to a jury trial to litigate any claims for damages or losses allegedly incurred as a result of personal injuries sustained while residing in the Facility. The Arbitration shall be administered by the American Arbitration Association in accordance with the American Arbitration Association's Health Care Claims Settlement Procedures, and judgment on any award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Resident and/or Responsible Person acknowledge(s) and understand(s) that there will be no jury trial on any claim or dispute submitted to arbitration, and Resident and/or Responsible Person relinquish and give up the Resident's right to a jury trial on any claims for damages arising from personal injuries to the Resident which are submitted to arbitration under this Agreement.

(c) Right to Legal Counsel. Resident has the right to be represented by legal counsel in any proceedings initiated under this arbitration provision. Because this arbitration provision addresses important legal rights, Facility encourages and recommends that Resident obtain the advice and assistance of legal counsel to review the legal significance of this mandatory arbitration provision prior to signing this Agreement.

(d) Location of Arbitration. The Arbitration will be conducted at a site selected by the Facility which shall be at the Facility or at a site within a reasonable distance of the Facility.

(e) Time Limitation for Arbitration. Any request for arbitration of a dispute must be requested and submitted to the American Arbitration Association prior to the lapse of two (2) years from the date on which the event giving rise to the dispute occurred. The failure to submit a request for Arbitration to the American Arbitration Association within the designated time shall operate as a bar to any subsequent request for Arbitration, or for any claim for relief or a remedy, or to any action or legal proceeding of any kind or nature, and the parties will be forever barred from arbitrating or litigating a resolution to any such dispute.

(f) Limitation of Damages for Arbitration. The Arbitrator may not award attorneys' fees, punitive damages or exemplary damages. The parties recognize and agree that an award of legal fees, *punitive damages or exemplary damages* will be void if rendered or issued by the Arbitrator.

## **22. MISCELLANEOUS PROVISIONS.**

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

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

**22.3 Captions.** The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement; nor shall such captions otherwise be given any legal effect.

**22.4 Entire Agreement.** This Agreement represents the entire understanding between the parties, and supersedes all previous representations, understandings or agreements, oral or written, between the parties.

**22.5 Modifications.** Facility reserves the right to modify unilaterally the terms of this Agreement to conform to subsequent changes in law or regulation. Facility will give Resident and Resident's Responsible Person and/or Resident's attorney-in-fact, thirty (30) days advance written notice of any such modifications.

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

## **23. ACKNOWLEDGMENTS.**

**23.1 Fee Schedule.** Resident and Responsible Person and/or Resident's attorney-in-fact, acknowledge the receipt of a copy of the Fee Schedule, and the opportunity to ask questions about Facility's charges.

**23.2 Resident Rights.** Resident and Responsible Person and/or Resident's attorney-in-fact, acknowledge being informed orally and in writing of Resident's Rights as specified in the document entitled DPW Notice of Right of Nursing

Facility Resident (MA-401) and having an opportunity to ask questions about those rights.

23.3 Advance Directives. Resident and Responsible Person and/or Resident's attorney-in-fact, acknowledge being informed, orally and in writing, of Facility's policy on advance directives and medical treatment decisions.

23.4 Agreement. Resident and Responsible Person and/or Resident's attorney-in-fact, acknowledge that they have read and understand the terms of this Agreement, that the terms have been explained to them by a representative of Facility, and that they have had an opportunity to ask questions about this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement on the date written below.

Eileen Frank  
Witness

Dorcas Burdick 1-20-03  
Resident Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Responsible Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact  
(If other than Responsible Person)

\_\_\_\_\_  
Date

PRESBYTERIAN HOMES IN THE  
PRESBYTERY OF HUNTINGTON

By Kathleen J. Muir  
Administrator or Authorized  
and Designated Representative

NOTARIAL SEAL  
KATHLEEN J. MUIR, NOTARY PUBLIC  
PHILIPSBURG BORO, CENTRE COUNTY  
MY COMMISSION EXPIRES JUNE 30, 2003