



FitC PLUS ENROLLMENT CHECKLIST

We're so pleased that you've chosen to become a FitC PLUS member. To facilitate your enrollment, please be sure that you've completed each of these items:

- ✓ FitC PLUS Enrollment Form: Complete, sign and date.
- ✓ FitC PLUS Services Agreement: Add your name and address in the spaces provided in the first paragraph. Sign and date the signature page (page 6) just before Exhibit A.
- ✓ Release of Liability and Assumption of Risk: Sign, date and print your name at the bottom of the page.
- ✓ FitC PLUS Pilot Program, Research Participation Agreements: This optional form gives your consent to participate in research to evaluate the effectiveness of FitC PLUS. There are 2 different areas to sign, date and print your name.

Mail all completed documents to:

FitC
P.O. Box 2002
Philadelphia, PA 19103

We will countersign where applicable and return a copy of all of the documents to you, along with a membership card and magnet with the telephone number for the Navigation Help Desk

For questions or assistance with enrollment, please contact FitC at info@friendscentercity.org or 267.639.5257.



FitC Plus Enrollment Form

FitC
P.O. Box 2002
Philadelphia, PA 19103

Name: _____

Street Address: _____

City, State, ZIP: _____

Email: _____ Date of Birth: _____

Primary Phone: _____ Home ___ Mobile ___ Other ___

Other Phone: _____ Home ___ Mobile ___ Other ___

As part of our program evaluation, please answer the following two questions.

	A residential Continuing Care Retirement Community (CCRC)	Friends Life Care	A long term care insurance policy (not Friends Life Care)	Another long term care product (Describe)
1. Which options have you investigated to address your long term care needs (check all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Do you currently have long term care insurance/? Yes No Not sure

Membership Payment (\$175. per person per year):

Credit Card Account Number: _____

Expiration Date: _____ Security Code: _____ or Check Number: _____

Signature: _____ Date: _____

Emergency Contact 1 Name: _____ Relationship: _____

Telephone: _____ Email: _____

Emergency Contact 2 Name: _____ Relationship: _____

Telephone: _____ Email: _____

For FitC Plus Use Only: Start Date for FitC Plus: _____ Expiration Date for FitC Plus: _____

FitC Membership Renewal Date: _____ FitC Plus Member Number: _____

FitC Signature: _____

FitC PLUS Services Agreement

This FitC PLUS Services Agreement (the “**Agreement**”) is by and among Friends Center City Retirement Community, a Pennsylvania non-profit corporation, d/b/a Friends in the City, with an address at P.O. Box 2002, Philadelphia, PA 19103 (“**FitC**”), Caring Friends Home Care (HW), LLC, a Pennsylvania corporation with an address at 531 Plymouth Road, Suite 500, Plymouth Meeting, PA 19462 (“**Caring Friends**”), and _____, an adult individual residing at _____ (“**you**” or “**Member**”).

FitC PLUS (the “**Program**”) is a program for existing FitC members who would like to have access to certain services. Caring Friends will provide these services through one or more organizations, including, without limitation, Caring Friends Home Care, a Pennsylvania corporation (“**Caring Friends**”). Intending to be legally bound, FitC, Caring Friends, and Member agree as follows:

1. Services. For as long as you are a member of the Program, Caring Friends will provide you with the following services:

a. Navigation Help Desk. Caring Friends will provide you with access to a navigation help desk, which will allow you to ask questions and to access our other services. The navigation help desk can be reached by telephone or email and is open from 8:00 a.m. through 4:30 p.m., Monday through Friday, excluding holidays. More information can be found on Exhibit A to this Agreement. The navigation help desk is included in your annual membership fee.

b. Care Management Services. Caring Friends will provide or make arrangements with Intervention Associates or another agency to provide the care management services described on Exhibit A. Caring Friends will charge you for care management services on a discounted fee-for-service basis.

c. Home Care Services. Caring Friends will provide you with home-care services or make arrangements for another agency to provide those services, as described on Exhibit A. If you choose to have home care services provided by Caring Friends, Caring Friends will charge you for these home care services on a discounted fee-for-service basis.

d. Concierge Services. Caring Friends will provide you with the personal assistance and concierge services described on Exhibit A. Caring Friends will charge you for these personal assistance and concierge services on a discounted fee-for-service basis.

e. Additional Vendor-Provided Services. Caring Friends will provide referrals to other vendors and service providers who can provide medical, housing maintenance, and other services, as described on Exhibit A. There is no charge for these referrals.

2. Fees and Payments.

a. Annual Membership Fee. The annual membership fee for the Program is \$175.00. You must pay this amount to FitC when you sign this Agreement and annually thereafter. FitC will provide you with an invoice for the membership fee on an annual basis. Your failure to timely pay the annual membership fee may result in the termination of your membership or a disruption in services. FitC reserves the right to adjust the amount of the annual membership fee in the future as necessary to reflect changes in the costs of providing services to you.

b. Fees for Services. Time records are kept by all personnel providing care management services, home care services and concierge services. Caring Friends will charge your credit card for most services based on Caring Friends' or another agency's current fee schedules. Caring Friends will also send you monthly statements of the services provided to you and the amounts charged to your credit card.

3. Agreement Term and Termination. Your right to receive the services described in this Agreement begins as soon as you sign this Agreement and will continue for one (1) year. FitC, Caring Friends, or you can terminate this Agreement at any time, with or without cause, upon at least ten (10) calendar days' written notice to all of the other parties. If this Agreement is terminated early for any reason, you will receive a pro-rated refund of your membership fee.

4. Release of Liability and Assumption of Risk.

a. No Representations. You acknowledge that Caring Friends does not guarantee the credentials, professional qualifications, experience, services, or advice of any third party providers. You acknowledge that FitC does not make any representation, warranty, or guarantee regarding Caring Friends or any of the services provided by another agency through Caring Friends. You are responsible for investigating and evaluating programs and providers.

b. Assumption of Risk. You acknowledge and understand that: (i) any participation in and/or use of the Program or any part of the Program is solely at your own risk; (ii) inherent risks are associated with the activities you may engage in as part of your participation in and/or use of the Program; (iii) your participation in the Program may result in personal injury (including death); (iv) these risks and dangers may be caused by the negligence of Caring Friends or third parties, by breaches of contracts, and by the forces of nature or other causes; (v) these risks and dangers may arise from foreseeable or unforeseeable causes; and (vi) ***by your participation in and/or use of the Program, you assume any and all risks and dangers and any and all responsibility for any and all losses and/or damages, whether caused in part or in whole by the negligence or other conduct of Caring Friends, or otherwise. You acknowledge that the list in this Section 4.b is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in personal injury (including death) or property damage.***

c. Release. To the fullest extent permitted by law, you, on behalf of yourself and your heirs, executors, personal representatives, administrators, and any other person who may claim through you, unconditionally and forever release, discharge, and hold harmless Caring Friends and their respective affiliates, employees, officers, directors, agents, attorneys, and representatives from any and all liability or responsibility, directly or indirectly, for any and all claims, demands, damages (including any direct, indirect, consequential, or punitive damages), injuries, liabilities, losses, costs, and expenses of any type, kind, or nature whatsoever, which you may now or in the future be entitled to assert or claim, including, without limitation, any claim for death, personal injury, medical expenses, lost wages, loss of enjoyment, property damage, and attorneys' fees (collectively, "**Claims**"), whether or not caused by the sole or concurrent negligence, recklessness, or willful misconduct of Caring Friends or their employees, agents, contractors, or representatives.

d. Agreement Not to Sue. You agree not to sue Caring Friends or their employees, agents, contractors, or representatives with respect to any Claim released by this Agreement. If you bring such a suit or proceeding, Caring Friends will be permitted to recover its or their attorneys' fees, professionals' fees, and costs associated with successfully defending any Claim waived or released by this Agreement.

e. Acknowledgment. You acknowledge and agree that you have been given a full and complete opportunity to review the assumption of risk and release contained in this Section 4. You acknowledge and agree that this is a full and complete release and discharge of any and all Claims that you have or may have against any Caring Friends and that no action will be taken by, or on behalf of, you with respect to any such Claims or rights. You understand that this release is binding on your heirs, executors, personal representatives, administrators, and anyone claiming by or through you. You acknowledge that you completely understand and accept the terms of the release contained in this Section 4.

f. Waiver. You expressly waive any right you have, or might have, to dispute the scope of the release contained in this Section 4, regardless of the grounds, including, without limitation, that it is a general release and/or a release of future or unknown claims. You acknowledge that FitC and Caring Friends would not enter into this Agreement or offer the Program without such a release.

g. Indemnity. If you breach this Agreement or if your actions related, directly or indirectly, to the Program or your participation in or use of the Program result in any Claims by any third party against Caring Friends, you agree to indemnify and pay all defense costs and expenses (including, without limitation, attorneys' fees, professionals' fees, and costs) incurred by Caring Friends as a result of such Claims.

h. Survival. This Section 4 shall survive termination or expiration of this Agreement.

5. Limitation of Liability. ***In no event will Caring Friends be liable to you for any indirect, punitive, incidental, or consequential damages, whether or not Caring Friends is or should be aware of the potential for such damages, and you hereby waive all of the same.***

6. Competence. You represent and warrant to FitC and Caring Friends that you are of legal age and competent to enter into this Agreement and participate in the Program, that you have read this Agreement carefully, understand its terms and conditions, acknowledge that you will be giving up substantial legal rights by signing it (including the rights of your spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that you have signed this Agreement without any inducement, assurance, or guarantee, and intend for your signature to serve as confirmation of your complete and unconditional acceptance of the terms and conditions of this Agreement. Your participation in and/or use of the Program is completely voluntary. You also represent and warrant that that this Agreement does not conflict with any other commitments or obligations on your part.

7. Miscellaneous.

a. Entire Agreement; Modification. This Agreement represents the entire understanding and agreement of you, FitC, and Caring Friends with regard to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between you, FitC, and Caring Friends with respect to the subject matter of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by you, FitC, and Caring Friends.

b. Governing Law. This Agreement will be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania,

without regard to conflicts of laws rules, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

c. Jurisdiction. The parties confer exclusive jurisdiction and venue to interpret and enforce this Agreement on the courts of the Commonwealth of Pennsylvania, Montgomery County or the United States District Court for the Eastern District of Pennsylvania, and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

d. Severability. If one or more of the provisions of this Agreement is, for any reason, held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision will be modified or amended to the extent necessary to remove the invalidity, illegality, or unenforceability. If the amendment or modification of such provision is impossible, the Agreement will be construed as if it never contained the invalid, illegal, or unenforceable provision, and such provision will not affect any other provision of this Agreement.

e. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement will not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

f. Attorneys' Fees. In the event of a dispute between the parties regarding the interpretation or enforcement of this Agreement that results in litigation, the prevailing party will have its attorneys' fees, professionals' fees, and costs paid by the losing party, and such sum may be added to any judgment entered in the litigation. A party's right to the foregoing will not merge with but will survive the entry of judgment, and will extend to appeals and collection.

g. Assignment. You may not assign, delegate, or otherwise transfer this Agreement or any of your rights or obligations under this Agreement. Any attempted assignment, delegation, or transfer in violation of this paragraph will be void and of no effect.

h. Force Majeure. A party will be excused from any delay or failure in its performance under this Agreement where the delay or failure is due, in whole or in part, directly or indirectly, to a cause beyond such party's reasonable control including, without limitation, labor difficulties, fire, casualty, accidents, acts of God, war, civil disorder, terrorism or governmental acts or restrictions.

i. Survival. All terms and provisions that, by their terms, should survive termination of this Agreement will survive such termination.

j. Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and will be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first-class mail to the addresses listed in the introductory paragraph in this Agreement. Such notice is effective on the earliest of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this paragraph. Notice from a party's counsel will be deemed notice from such party.

k. Waiver of Jury Trial. *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement, the parties preferring that such dispute be resolved by a judge having jurisdiction with respect to such dispute.*

1. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile or electronic transmission to the other parties, and any such delivery will have the same force and effect as any other delivery of a manually signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have signed this FitC PLUS Services Agreement on the dates set forth below their signatures.

[NAME OF MEMBER]

Signature of Member

Date: _____

FRIENDS CENTER CITY RETIREMENT
COMMUNITY, d/b/a FRIENDS CENTER CITY

By: _____

Name: _____

Title: _____

Date: _____

CARING FRIENDS HOME CARE (HW), LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

FitC PLUS Summary

Membership

All FitC members are eligible to become members of FitC PLUS. The FitC PLUS membership fee of \$175 per year provides you with:

- A single phone number for the Navigation Help Desk and to access to all services, rather than looking for individual services on your own
- The full range of services described above provided on a fee for service basis:
 - FitC PLUS members receive a 5% discount from the regular hourly rates charged by Caring Friends Home Care
 - Regular Caring Friends Home Care rates for services are already more reasonably priced than services offered by most other providers.
- Access to service providers who as employees of Caring Friends Home Care
 - Are fully trained and certified
 - Receive regular on-site supervision and refresher training
 - Provide care continuity to address your needs
 - Are fully vetted and insured
- Simplified financial arrangements
 - Services you use are charged to a credit card
 - Full monthly statements of services used and charges are provided for your records

FitC PLUS Services

Three categories of service are available:

- Care Management
- Home Care
- Personal Assistance/Concierge Services

Care Management services are provided on a fee-for-service basis by Intervention Associates and Home Care and Concierge services are provide on a fee-for service basis by Caring Friends Home Care. Some additional types of services are available from independent contractors who are vetted by Caring Friends Home Care.

A. Individualized Care Management Services

- Professional assessment of your needs followed by a plan of care to help you maintain independence and quality of life.
- Patient advocacy services from inpatient admission through discharge when leaving a hospital or medical/nursing facility.
- Help with understanding illness and treatment choices and assessing financial and community resource options.
- Medication Management

All of these care management services are provided on a discounted, fee-for-service basis

B. Home Care Services

- Help in finding community and private resources such as home-delivered meals, transportation and services for the home-bound.

- Certified nursing assistants/home-health aides to assist with activities of daily living such as eating, dressing, grooming, bathing and getting in and out of bed. This includes hourly or live-in home care.
- Help with keeping track of and assisting with medication.
- Homemakers to help with meal preparation and light housekeeping.

All of these care management services are provided on a discounted, fee-for-service basis.

C. Personal Assistance/Concierge Services

- Assistance with the organization of bills and arrangements for bill-paying services.
- Organizational Services: help with organizing papers, de-cluttering, record-keeping, scheduling, etc.
- Someone to outline your nutritional and personal needs and accompany you to your local stores.
- Someone to accompany you to medical appointments including follow-through to make sure instructions are followed and communicated to appropriate individuals.
- Companionship: someone to take you to dinner or lunch, the movies or theater and other social outings.
- Advance care planning to include powers of attorney and living wills.
- Transportation for appointments, shopping, outings, etc. Transportation services require 24 hours advance notice and a two-hour minimum.

All of these personal assistance/concierge services are provided on a discounted, fee-for-service basis

Additional Vendor Provided Services

The following services are provided by independent contractors who are vetted by Caring Friends Home Care.

- Referral services to care providers such as physicians, hospitals or rehabilitation centers.
- Housing maintenance services such as a handyman, cleaners, roofers, electricians, and plumbers.
- Medicare certified home health care organizations to provide skilled services ordered by a physician.
- Hospice and palliative care services for end-of-life care.

Release of Liability and Assumption of Risk

I acknowledge that FitC does not guarantee the credentials, professional qualifications, experience, services, or advice of any third-party providers. I acknowledge that FitC may provide programs, activities, and services through one or more affiliated organizations, including, without limitation, Friends Life Care, a Pennsylvania nonprofit corporation, Intervention Associates, a Pennsylvania nonprofit corporation, and Caring Friends Home Care, a Pennsylvania nonprofit corporation. I acknowledge that FitC does not make any representation, warranty, or guarantee regarding Friends Life Care, Intervention Associates, or Caring Friends Home Care, or any of the services provided by them. I acknowledge that I am responsible for investigating and evaluating programs and providers.

I acknowledge and understand that: (i) any participation in and/or use of any part of the FitC program is solely at my own risk; (ii) inherent risks are associated with the activities I may engage in as part of my participation in and/or use of the FitC program; (iii) my participation in the FitC program may result in personal injury (including death); (iv) these risks and dangers may be caused by the negligence of FitC, Friends Life Care, Intervention Associates, Caring Friends Home Care, or third parties, by breaches of contracts, and by the forces of nature or other causes; (v) these risks and dangers may arise from foreseeable or unforeseeable causes; and (vi) **by my participation in and/or use of the FitC program, I assume any and all risks and dangers and any and all responsibility for any and all losses and/or damages, whether caused in part or in whole by the negligence or other conduct of FitC, Friends Life Care, Intervention Associates, Caring Friends Home Care, or otherwise. I acknowledge that the list in this paragraph is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in personal injury (including death) or property damage.**

To the fullest extent permitted by law, I, on behalf of myself and my heirs, executors, personal representatives, administrators, and any other person who may claim through me, unconditionally and forever release, discharge, and hold harmless FitC, Friends Life Care, Intervention Associates, Caring Friends Home Care, and their respective affiliates, employees, officers, directors, agents, attorneys, and representatives (collectively, the **“Released Parties”**) from any and all liability or responsibility, directly or indirectly, for any and all claims, demands, damages (including any direct, indirect, consequential, or punitive damages), injuries, liabilities, losses, costs, and expenses of any type, kind, or nature whatsoever, which I may now or in the future be entitled to assert or claim, including, without limitation, any claim for death, personal injury, medical expenses, lost wages, loss of enjoyment, property damage, and attorneys’ fees (collectively, **“Claims”**), whether or not caused by the sole or concurrent negligence, recklessness, or willful misconduct of any Released Party. I agree not to sue any Released Party with respect to any Claim released by this membership application. If I bring such a suit or proceeding, the applicable Released Party will be permitted to recover its or their attorneys’ fees, professionals’ fees, and costs associated with successfully defending any Claim waived or released by this release.

I acknowledge and agree that I have been given a full and complete opportunity to review the assumption of risk and release contained in this document. I acknowledge and agree that this is a full and complete release and discharge of any and all Claims that I have or may have against any of the Released Parties and that no action will be taken by, or on behalf of, me with respect to any such Claims or rights. I understand that this release is binding on my heirs, executors, personal representatives, administrators, and anyone claiming by or through me. I acknowledge that I completely understand and accept the terms of this release. I expressly waive any right I have, or might have, to dispute the scope of this release, regardless of the grounds, including, without limitation, that it is a general release and/or a release of future or unknown claims. I acknowledge that FitC would not offer the FitC program without such a release.

If my actions related, directly or indirectly, to the FitC program or my participation in or use of the FitC program result in any Claims by any third party against any of the Released Parties, I agree to indemnify and pay all defense costs and expenses (including, without limitation, attorneys’ fees, professionals’ fees, and costs) incurred by such Released Party as a result of such Claims.

(Signature) (Date)

(Print name)

