

Birch Tree Communities, Inc.
SERVICE AGREEMENT

THIS IS AN AGREEMENT between _____ (the "Member") and Birch Tree Communities, Inc., Old Hot Springs Highway, Benton, AR 72018-1589 ("Birch"):

1. *Services not covered by Medicaid.* The Member will be charged a service fee of \$630 per month (paid in advance), for residential services which include room utilities, evening and night supervision, basic nursing care, clothing and shoes, up to \$100 a year in dental services above what may be covered by Medicaid, and necessary transportation. Member agrees that Birch can collect up to the full \$630 per month from any cash available in Member's account after his/her entitlement check arrives each month. Birch agrees to leave \$60 monthly for the member's personal expenses. Member will pay 80% of monthly entitlement in excess of \$690.00 toward bill for clinical, rehabilitative services and/or medication services. This amount will be automatically deducted from the member's monthly check. Member is responsible for any outstanding balance for services and/or medication provided by Birch Tree Communities, Inc. If Member's entitlement payments have been delayed or have not yet started, the amount which otherwise would have been paid to Birch will be carried as a debt to Birch until the funds arrive. In such cases, Birch will advance the \$60 monthly allowance with the understanding that this will be repaid when the entitlement check(s) arrive(s).
2. *Services covered by Medicaid.* Birch also agrees to provide clinical and rehabilitative services, routinely covered by Medicaid regardless of payment source or eligibility status. If Member's entitlement payments have been delayed or have not yet started the amount which otherwise would have been paid to Birch will be carried as a debt to Birch until the funds arrive. If Member shall be determined not to be entitled to Medicaid benefits, Member shall pay for Member's clinical and rehabilitative services the same amount and on the same schedule Medicaid would pay for such services if the Member was entitled to Medicaid.
3. *General Provisions:* If Member shall be determined not to be entitled to Medicaid benefits, and shall fail or refuse to pay for services as provided herein, Birch shall be under no obligation to continue those services. Member agrees that while a portion of the service fee covers rent, he/she expressly waives protections from search of living facilities and seizure of contraband by Birch personnel or law-enforcement authorities and agrees that any evidence gathered may be used against him or her in a court of law. The term "supervision" as used in this agreement means that Birch personnel are always present in one or more of the facilities operated by Birch. Direct supervision of individual members is not continuous. Billing under this agreement begins upon admission.
4. *Release of Medical Information.* I hereby authorize any hospital, physician, psychotherapist or any other practitioner of the healing arts to furnish Birch Tree Communities, Inc., any information, including but not limited to, copies of medical records concerning my past, present, or future physical, mental or emotional condition. I hereby waive my physician and psychotherapist-patient privilege. I further authorize Birch to release any and all such medical information and records to its insurers, Medicaid officials and/or any other person, firm or entity whom Birch may determine to have legitimate need for such records and information. A photostatic copy of this Authorization shall be as effective and valid as the original.

DATE: _____ SIGNED: _____
Member or guardian

For Birch Tree Communities, Inc.: _____
Representative of Birch Tree Communities, Inc.