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THIS is an agreement between **Zacharia & Brown** (“We” or “Us”) and (“You”) for services to be rendered by us to you, **Leslie Petras and Sarah Petras**

Services To Be Provided. You agree that we will represent you in the development, preparation, implementation, and monitoring of a Life Care Plan. For individuals who now have or may have chronic long-term care needs, a Life Care Plan will help you plan for current and future needs. A Life Care Plan includes assistance with coordination of community resources, and identifying and accessing payor sources (such as Medicaid, veterans benefits, drug discount programs, and the like). After the development of a Life Care Plan, it can be used by you as a guide towards maintaining the highest quality of life.

Goals of the Plan: (1) promoting your good health, safety, and well-being at all times; (2) assisting with health care and long-term care decision making for your disabled spouse; (3) identifying and accessing good long-term care for your disabled spouse, whether at home or outside of the home, and identifying all potential sources of payment for such care; (4) attaining eligibility for Medicaid, Veterans Benefits and other public benefits programs for which your disabled spouse may be entitled; (5) protecting family wealth for your benefit and the benefit of your heirs.

Our Services Include: Consultations and implementation of a comprehensive Life Care Plan for Sarah Petras (the disabled spouse). Likewise, our services include related legal and estate planning services for Leslie Petras.

The Life Care Plan is intended to address the chronic care needs of the disabled spouse and the effect of those needs upon the well spouse; therefore, the Life Care Plan ends upon the death of the disabled spouse or upon the expiration of this Agreement.

Our fee includes all necessary documents such as wills, powers of attorney, trusts and the like; assistance in making asset transfers; attendance by a staff member at the Medicaid resource assessment and application interview; and research, conferences, telephone calls, and the like ordinary and necessary to implement and monitor the Plan.

We will represent you through the administrative level to determine the validity of any strategy that you follow at our advice in order to qualify for Medicaid nursing home benefits and protect your assets from Medicaid estate recovery. If we recommend as a part of your Plan that you petition the court to increase your spousal resource or income allowances, the fee includes services through the administrative appeals level.

Your Plan includes the services of our Elder Care Coordinator. An Elder Care Coordinator will be assigned to work with you in the development and implementation of your Plan. Our Elder

Care Coordinator will advocate on behalf of the disabled spouse as needed and requested, and will assist with coordinating and identifying care options.

Plan services do **not** include: conservatorship; non-Medicaid litigation, hearings, and appeals, and the like that are not directly related to the Life Care Plan; probate court; preparation and filing of state and federal income, gift, or estate tax returns; representation and application for benefits with the Social Security Administration; and any matters involving travel more than 25 miles from our office in McKeesport, PA (in which case an additional fee may be charged); extensive care assessment and management services.

We will not offer advice regarding investments and financial planning. Our Elder Care Coordinators do not provide personal, hands-on care, or medical care; but do provide information, education, counsel, support, coordination, advocacy, and intervention services.

1. **Additional Services.** If you need any other services which may or may not be related to the above matter, you and we may make a new agreement to provide the other services.
2. **Fees.** The fee for your Plan is \$15,000 due on signing. Thereafter, unless otherwise agreed, no more fees will be owed for what we do for you under the Plan. Fees are considered earned when you pay them to us. We will refund a portion of the Plan fee to you if it would be unconscionable for us to retain them; however, as a general guideline, we will refund all but \$1,000 if you die or abandon the Plan before the second meeting; refund all but half after the second meeting but before the third meeting; and refund nothing after the third meeting.
3. **Costs and Expenses.** The fee does not include out of pocket costs or expenses that we may have to spend on your behalf. In addition to our fees, you must pay (if these are a part of your Plan) such costs and expenses as court costs, accountants' fees, appraisers' fees, title search fees, recording fees, overnight delivery charges, and any other expenses that are reasonably related to your Plan.
4. **No Guarantee.** We will provide conscientious, competent, and diligent services and at all times will seek to achieve solutions that are just and reasonable for you. However, because of the uncertainty of legal matters, especially pertaining to the Medicaid laws, the interpretation and changes in the law and many unknown factors, we cannot and do not warrant, predict, or guarantee results or the final outcome of any matter.
5. **When this Agreement Ends.** Our obligation to perform services under the Plan ends upon the expiration of 3 years from the date of the signing of this agreement, death of the disabled spouse, either one of you moves out of the state of Pennsylvania, or your marriage ends by divorce or separation – whichever occurs first. Upon the expiration of the three (3) year period, a yearly renewal fee will be offered to continue our representation. Our obligation may also end for any reason in which we are unable to provide services to you because it is impractical, impossible, unlawful, or unethical. Our obligation also ends if you terminate our services.
6. **This and That.** The fee you pay for the Life Care Plan is based upon the accuracy and completeness of the information you provided to us. The fee may be adjusted (up or down) to

account for deviations from the original information. The fee you pay includes a “final meeting.” This meeting takes place after your death with your family or other representatives. At the final meeting, we review what needs to be done (if anything) to administer your estate and will usually offer our help if your family needs our services with those things, such as title transfers, probate or non-probate, and the like. However, the Life Care Plan fee does not cover these services.

7. **What We Have to Tell You About “the File.”** Any materials provided by you to us Attorney are ultimately your property. All other materials are our property; however, you have a right to access everything in the file. At the conclusion of the representation, you may request return of all original documents and copies of any portion of the file. Regardless, we may destroy all portions of the file, including original documents, at any time after 48 months after the conclusion of the legal representation, and you consent to the destruction of the file without further notice to you.
8. **Elder-Centered Approach:** We are an Elder Law firm. We will not knowingly take a position that harms an Elder and it is our goal to improve the quality of life for those Elders we serve. By entering into this Agreement with us, you expressly authorize us to act in your best interests at all times in order to further this goal.

Signatures. You and we have read and agree to this Agreement. You have been given a copy of this Agreement.

By _____ Dated _____
Elder Law Attorney

By _____ Dated _____
Leslie Petras

By _____ Dated _____
Sarah Petras (by Attorney-in-Fact under a Power of Attorney)