

Agreement for Life Care Plan

This is an agreement between the **ELDER LAW PRACTICE of DAVID L. MCGUFFEY, LLC** (“We” or “Us”) and _____ (“You”) for services to be rendered by us to you.

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 payor sources (such as Medicaid, veterans benefits, drug discount programs, and the like); where appropriate, we will assist you in accessing those benefits programs. 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; (3) identifying and accessing good long-term care, whether at home or outside of the home, and identifying all potential sources of payment for such care; (4) attaining eligibility for Medicaid and other public benefits programs for which you may be entitled; (5) protecting family wealth for your benefit and the benefit of your heirs. Please take note that the protection of family wealth is not the primary goal and that this is a life care plan, not an asset protection plan. We recommend that you always spend whatever money is necessary to provide for your good health, safety and well-being.

Our Services Include: Consultations, drafting and implementation of a coordinated Life Care Plan designed to achieve the goals above. Our fee includes all necessary legal documents such as wills and powers of attorney and the like to achieve the goals we agree on in your Plan; assistance in asset restructuring; and research, conferences, telephone calls, and the like ordinary and necessary to implement and monitor the Plan.

We do not offer a one-size fits all plan. Your plan will be unique for you and will be based on, among other things, preferences you express. We will provide you with our advice concerning possible planning options, but often we are *balancing risks* (e.g., sometimes an action helps us accelerate Medicaid eligibility, but triggers a tax). Our focus will remain on you, your preferences and maintaining resources that can be used for your benefit as we balance risks.

If your plan includes Medicaid eligibility, we will represent you through the *first fair hearing* 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. This Agreement does not cover appeals beyond the fair hearing.

Your Plan includes the services of our Elder Care Coordinators. An Elder Care Coordinator will be assigned to work with you in the development and implementation of your Plan. Our practice is structured as a planning practice and to allow Mr. McGuffey to work with a broad range of clients through Elder Care Coordinators so your Elder Care Coordinator will be your primary contact with our firm and will work directly under the supervision of David L. McGuffey, Attorney.

Plan services do **not** include: litigation of any kind (hearings, trials, appeals) other than the first Medicaid fair hearing unless we specifically agree to it in a separate agreement; conservatorships, guardianships and probate court work is not included; nursing home discharge hearings; detailed tax planning, preparation and filing of state and federal income, gift, or estate tax returns; Social Security claims; preparation of forms or application for Veteran's benefits; and any matters involving travel more than 100 miles from our office in Dalton, Georgia (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 coordination, management, and assessment services. We are a law firm and, therefore, any assessment we perform is to assist us in providing legal services. Although we will educate you concerning your health care rights, we do NOT provide any health care services. Although we may suggest that you raise certain issues with your health care providers, we will not second-guess any of your health care providers.

1. **Additional Services.** The scope of our representation is strictly limited to this Agreement. 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 which must be in writing signed by you and by us.
2. **Fees.** The fee for your Plan is \$_____, 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. We do not begin any work until the fee quoted above is paid. There may be instances where we would be required to produce an invoice for services rendered on an hourly basis. You understand that if for any reason we are required to bill at an hourly rate, Mr. McGuffey's hourly fee is \$500 and each Elder Care Coordinator's hourly fee is \$150; hourly fees are subject to increase at any time.
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 public benefits 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.** Most of our initial planning work will take place within the first 90 days after you hire us and, thereafter, most of what we are doing is monitoring your plan. Our obligation to provide services under this Agreement ends upon the earlier of (i) your death, or (ii) two (2) years after this agreement is executed. Our obligation to perform services under the Plan also ends if you move out of the state for which you asked us to create a plan. Mr. McGuffey is to practice law in Georgia and Tennessee; however, the rules for each State are different so you

must select which State applies to your plan. You have selected: **Georgia**. 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, or if you intentionally provide us with incorrect information. Our obligation ends when we have done everything we agreed to do under the Plan, and there is nothing else for us to do for you. Our obligation also ends if you terminate our services.

6. **Extending this Agreement.** If you continue to require planning services after the expiration of this Agreement, then we will review your circumstances with you and discuss extending your representation on an hourly basis, a monthly basis at a rate of \$250/month, or for an additional flat fee, at your discretion and choice. ***This quote presumes you continue using our services; it would not apply if you discontinued our services and then later attempted to renew them on an intermittent basis.***
7. **Intensive Care Management.** Beyond developing the Life Care Plan, providing legal services associated with implementing it, most of what we do is educational as we work to empower you to participate effectively in the long-term care system. We routinely do things such as counsel with you concerning your health care rights, help you identify providers who can supply home health care, assisted living care and nursing home care. We routinely help review contracts with health care providers. We are also, for example, available to go with you to evaluate a long term facility so you know what to look for, or to attend an initial care plan meeting to help you understand the process. Sometimes, however, our clients request more intensive services, such as visiting every long-term care facility you are considering or attending multiple care plan meetings. These additional services beyond education and empowerment are what we call intensive care management and would be subject to an additional hourly fee. You should keep in mind, however, that even if you request these additional services, we are not health care providers so our purpose is not to replace any health care services; rather, we would be assisting you in coordinating communication between providers and in evaluating your rights as you interact with health care providers.
8. **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. In part, this is because revised disclosures must be made to Medicaid and other agencies if inaccurate information is given to us. 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.
9. **Duty to Provide Correct Information and to Update.** If part of your Plan includes an application for public benefits such as Medicaid, you agree that you will provide us with accurate information prior to the application for public benefits. You also agree to promptly disclose any change in financial condition to Medicaid officials within 10 days.
10. **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.

11. **Family Agreement:** You warrant that you have advised us if any of your family members object to our planning approach and that you will immediately advise us if any of your family members raise an objection. One of our goals in planning for you is to preserve family relationships and, therefore, we strive, where possible, to assist you in that regard. A secondary concern is to avoid unnecessary litigation, particularly over matters that can be cleared up through family agreement. Your agreement to bring these matters to our attention does not mean that we insist upon you resolving family disagreements; the decision regarding how to address disagreements is yours and yours alone, but we cannot provide you with advice if you do not bring them to our attention.

12. **Communication:** You have the right to keep your confidential matters private. However, sometimes it is beneficial, for you, if we communicate with your family and, in particular, those who are your caregivers. Please indicate whether you authorize us to communicate and work with persons holding a power of attorney for finances or for health care.

I authorize you to communicate and work with persons holding a power of attorney over my finances and health care. **Initialed** _____

I do not authorize you to communicate and work with persons holding a power of attorney over my finances and health care. **Initialed** _____

Signatures. You and we have read and agree to this Agreement. You have been given a copy of this Agreement. You understand that you can review this Agreement with another attorney before retaining us.

Elder Law Practice of David L. McGuffey, LLC

By _____ Dated _____
David L. McGuffey, Attorney

By _____ Dated _____
Client