

**RESIDENCY AND CARE AGREEMENT
CHRISTIAN CARE CENTER – MESQUITE
CHRISTIAN CARE CENTERS, INC.**

This “Agreement” made and entered into the ____day of _____, 20__ by and between Christian Care Center – Mesquite, a facility of Christian Care Centers, Inc., hereinafter called “Christian Care Center – Mesquite” and

Hereinafter called “Resident”

AND/OR

Hereinafter called “Responsible Party”

INFORMATION ABOUT CHRISTIAN CARE CENTER – MESQUITE

Christian Care Center – Mesquite is a facility of Christian Care Centers, Inc., a separate, non-profit corporation duly incorporated under the laws of the State of Texas. Christian Care Center – Mesquite is dedicated to the ideals of serving the elderly with sound nursing care and supervision; with programs, activities, and opportunities that will promote the physical, emotional, and spiritual well-being of the resident in a safe, clean, attractive living environment with nutritionally balanced meals. Christian Care Center – Mesquite will consider anyone for admission, and if accepted, offer these services, regardless of race, creed, color, sex, handicap, national origin, or political belief in accordance with Section 601, Title III of the Civil Rights Act of 1964, Public Law 88-352.

Christian Care Centers, Inc., when at all possible, will attempt to relocate an on-campus resident prior to admitting a resident from the outside community. Private-pay residents awaiting a Medicaid bed, or a Medicare resident awaiting a Medicaid bed, or any resident awaiting another type of room due to location, roommate preference or level of care provided, may be given preference.

Christian Care Center – Mesquite, a ministry of Churches of Christ, is committed to providing housing and health care services for senior adults and others with special needs in a loving and compassionate environment which encourages relationships, independence, and dignity through spiritual, physical, social and recreational programs.

This Agreement applies to Christian Care Center – Mesquite. Admission to or residence in other healthcare facilities of Christian Care Centers, Inc. is not governed by this Agreement.

1. **CLINICAL ELIGIBILITY.** Under State law, the Resident must, regardless of payment source, be clinically eligible for the level of care requested, e.g., skilled nursing care, nursing care, or special rehabilitative services. In connection with admission to Christian Care Center – Mesquite, the Resident must consent to an initial assessment, a pre-admission screening for mental illness and mental retardation, and such assessments as are necessary to determine continuing clinical eligibility.

A. Attending Physician. The Resident must be under the care of a physician at the time of admission. The admitting physician must personally approve in writing the Resident's admission and perform a physical examination of the Resident according to state and federal requirements and accepted standards of practice. In cooperation with the attending physician of the Resident's choice, Christian Care Center – Mesquite will carry out such medical orders and plans as the attending physician directs. The Resident's attending physician must comply with all federal and state regulations including, at a minimum, prescribing a planned regimen for care, to be reviewed as necessary to meet skilled care certification. Such review shall be performed at least once every thirty (30) days for the first ninety (90) days and at least once every sixty (60) days thereafter and more often as indicated by changes in the Resident's condition.

History and Physical. Christian Care Center – Mesquite requires a History and Physical for each Resident from the Resident's attending physician, dated not more than 5 days prior to or 72 hours after admission, and at least annually thereafter.

Selection of Personal Physician. The Resident and/or Responsible Party must designate an attending physician on the application form, and in the event the attending physician is unavailable, designate an alternate; first, the doctor whom the attending physician assigned his/her residents to in his/her absence; and second, if this doctor or doctors are unavailable, designates the Christian Care Center – Mesquite Medical Director or other physician duly licensed to practice medicine in the state of Texas. The Resident and/or Responsible Party may change attending physicians who are licensed to practice medicine in the state of Texas.

It is the policy of Christian Care Center – Mesquite that all licensed independent medical practitioners, including physicians, who provide care to residents will be credentialed and granted authorization to provide care and treatment at the facility.

In the event that the Resident's attending physician does not fulfill his/her responsibilities under federal and state regulations and the policies of Christian Care Center – Mesquite, Christian Care Center – Mesquite may require that the Resident select an alternative attending physician. If the Resident and/or Responsible Party refuses to, or is unwilling to obtain another attending

physician, Christian Care Center – Mesquite will discharge the Resident from Christian Care Center – Mesquite in a manner consistent with its obligations to the Resident as provided under federal and state law.

2. **CONSENT TO TREATMENT AND RELEASE OF INFORMATION.** In entering into this Agreement, the Resident acknowledges an understanding of the proposed treatment and plan of care.

The Resident further acknowledges and consents to:

- (a) the rendering of such care and treatment by all employees of Christian Care Center – Mesquite licensed or under the supervision of an appropriately licensed individual, which may include routine diagnostic procedures and all such medical treatment and care, as the Resident’s attending physician or other qualified staff of Christian Care Center – Mesquite consider to be necessary to render appropriate care and treatment consistent with the Resident’s plan of care; and
- (b) the release to or obtaining from third parties such medical and financial information as is necessary to provide such care and collect payment.

Such care may include, but is not limited to:

- (I) Christian Care Center – Mesquite conducting and performing a **“comprehensive assessment”** of the Resident’s needs, as required by state and/or federal law or regulation;
 - (II) Christian Care Center – Mesquite conducting and performing an examination and **review of the “comprehensive assessment”** of the Resident at least once every 3 months, and conducting all tests, examinations, questions, information gathering, and treatments necessary to determine and perform such examination and review;
 - (III) a visit and evaluation by a physician (or other person legally qualified to perform such evaluations) scheduled according to clinical condition and/or regulatory requirement;
 - (IV) at the appropriate time, Christian Care Center – Mesquite conducting, performing, and providing **“discharge information”** to those responsible for post-discharge care; and
 - (V) if applicable, Christian Care Center – Mesquite conducting, performing, and providing all **“referral forms or documentations”** (and all tests, exams treatments, care, assessments and documents relating thereto) as may be requested by another provider.
3. **TERM AND OCCUPANCY.** This Agreement begins on the date the Resident is admitted to Christian Care Center – Mesquite and continues on a month-to-month basis or until it is terminated, as outlined in Section 4 below. Prior to admission, Christian Care Center – Mesquite can deny admission to any resident who poses a threat to the health an/or welfare of other residents and/or staff who requires a level of care or services that Christian Care Center – Mesquite does not provide. Christian

Care Center – Mesquite reserves the right to determine room assignment or resident placement. Christian Care Center – Mesquite shall endeavor to honor the requests of the Resident and/or Responsible Party whenever possible.

- A. Resident and/or Responsible Party agree and understand that Christian Care Center – Mesquite reserves the right to transfer residents to different rooms upon occasion, for reasons including, but not limited to, change in health status, roommate compatibility, staffing patterns and isolation of contagious disease. Resident and Responsible Party will be notified about any room change prior to the change. If the change is to a different living area, there may be a change in the daily rate.
- B. Residents may also be transferred to a different room upon request of the Resident and/or Responsible Party and concurrence by Christian Care Center – Mesquite.
- C. If Resident’s attending physician determines, or if the Christian Care Center – Mesquite interdisciplinary team determines the Resident’s physical or mental needs are not being met at Christian Care Center – Mesquite, then Christian Care Center – Mesquite has authority to transfer the Resident to a facility designated by said attending physician in a manner consistent with Christian Care Center – Mesquite’s obligations to the Resident as provided by state law.
- D. Each resident room is furnished with a bed, bedside table, a wardrobe for hanging clothing and a chair. Residents are encouraged to bring memorabilia, family portraits, or other personal items. If space and safety regulations permit, Christian Care Center – Mesquite is happy to oblige said items, however, Christian Care Center – Mesquite reserves the right to periodically reassess the appropriateness and safety of a Resident’s possessions, and may, in the future, require removal of a previously approved item. Any item endangering the safety of any Resident of Christian Care Center – Mesquite may be removed from the Resident’s room and the Resident or Responsible Party will be asked to remove the item from the premises.
- E. Resident and/or Responsible Party agree to make all requests for repairs and maintenance to the charge nurse or designee, at the Nurse’s Station. A work order request will be called in to the work order station. Christian Care Center – Mesquite shall have the right to temporarily turn off equipment and/or interrupt utilities to avoid damage to property, or to perform repairs, maintenance or inspections which require such interruption. Christian Care Center - Mesquite reserves the right to make changes in the structure, entrance halls, means of ingress and egress, and other reasonable changes in the rooms. Christian Care Center – Mesquite shall act with due diligence in making repairs and room charge shall not abate during such periods. Resident and/or Responsible Party agrees to submit a work order request at the Nurse’s Station if they desire to attach anything to the room by nail, glue, tape, staple or other means. The

maintenance department will gladly assist Resident and/or Responsible Party with any approved alterations, such as hanging pictures, mirrors, etc.

- F. Residents shall use the room only as a residence and shall operate no business or engage in any profession therefrom.
- G. The right of occupancy does not ensure the benefit of the heirs, assignees or representatives of Resident. The Resident may not assign the room or other property of Christian Care Center – Mesquite to another person or organization.

4. **TERMINATION OF THE AGREEMENT.** Termination of the Agreement according to paragraphs A or B below shall end the contractual relationship between the Resident and Christian Care Center – Mesquite, and shall result in the physical departure of the Resident and the Resident’s personal property from Christian Care Center – Mesquite.

- A. Termination by Resident. The Resident has the right to end this Agreement at any time and for any reason by giving Christian Care Center – Mesquite a fourteen (14) day advance written notice of the Resident’s desire to leave Christian Care Center – Mesquite. Failure to comply with this fourteen (14) day written notice requirement may constitute a forfeiture of any refund due the resident. The effective date of termination will be fourteen (14) days after receipt of termination by Christian Care Center – Mesquite or the date the Resident specifies on the written notice, whichever is later. The Resident agrees to pay for all charges and credits for services performed by Christian Care Center – Mesquite up to the date this Agreement ends.
- B. Termination by Christian Care Center – Mesquite. Christian Care Center – Mesquite has the right to dismiss or discharge the Resident from Christian Care Center – Mesquite by terminating this Agreement for one of the reasons stated in this section. Christian Care Center – Mesquite will make every effort to provide written notice to the Resident of Christian Care Center – Mesquite’s intention to terminate this Agreement at least 30 days in advance of the termination date. Only one of the following events can constitute a reason for termination by Christian Care Center – Mesquite:

- (1) the transfer or discharge is necessary for the Resident’s welfare, and the Resident’s needs can not be met by Christian Care Center - Mesquite;
- (2) the transfer or discharge is appropriate because the Resident’s health has improved sufficiently so the Resident no longer needs the services provided by Christian Care Center – Mesquite;
- (3) Safety Reason. The Resident’s health or behavior presents a substantial threat to the health or safety of the Resident or other individuals at Christian Care Center – Mesquite.
- (4) Non-Payment. The Resident fails to pay charges for fees and/or services due Christian Care Center – Mesquite, after written notice. (For any Resident who is or becomes a Medicaid resident, the

applies only with respect to non-payment of charges and fees which Christian Care Center – Mesquite is legally permitted to charge the Resident under Medicaid rules and regulations.)

- (5) The Resident or Responsible Party, family member, or legal representative requests a voluntary transfer or discharge; or
- (6) Christian Care Center – Mesquite ceases to operate or participate in the program that pays for the Resident’s care.
- (7) Other. Christian Care Center – Mesquite reserves the right by determination of the administration of Christian Care Center – Mesquite and Christian Care Centers, Inc., and consistent with state and federal requirements, to terminate this Agreement at any time in the entire life of the Agreement. In this event, every effort will be made to provide the Resident with a written notice of thirty (30) days prior to the time he/she will be required to move. Christian Care Center – Mesquite reserves the right to terminate this Agreement, effective immediately, in extreme, unusual or dangerous circumstances, and consistent with state and federal requirements, when there is a threat to the health and safety of residents.

C. Notices of Termination. Whenever a notice of termination is required to be given to the Resident, Responsible Party, or Legal representative, or Christian Care Center – Mesquite under this Agreement, it shall be hand delivered or mailed by certified or Registered mail as follows:

CHRISTIAN CARE CENTER – MESQUITE:

Notice to Christian Care Center – Mesquite shall be sent to the following address:

Administrator
Christian Care Center – Mesquite
1000 Wiggins Parkway
Mesquite, TX 75150

RESIDENT: Notice to the Resident shall be sent to the Resident (and to the Responsible Party, if any, at the address designated in writing by the Responsible Party) at Christian Care Center – Mesquite or to the Resident’s last known address, if the Resident is no longer residing at Christian Care Center – Mesquite.

D. Notice of Appeal Right. According to state and federal regulations, the Resident and/or Responsible Party has the right to appeal an involuntary termination, a transfer to another facility or discharge of the Resident.

E. Vacating Accommodations. Upon the (1) termination date of the Agreement, or (2) at such time that the Resident ceases to be a resident of Christian Care Center – Mesquite, the Resident or Responsible Party agrees to vacate Christian Care Center –

Mesquite and remove all personal property within 24 hours. In the event that the Resident's personal property is not removed from Christian Care Center – Mesquite within five (5) days of the last day of occupancy:

- (1) The room rate charge will remain in effect through the fifth (5th) day subject to any bedhold agreement pursuant to Section 5(E) of this Agreement in effect and consistent with state and federal regulation; or
- (2) The personal property will be stored at the risk and expense of the Resident and/or Responsible Party. If the Resident's personal property is unclaimed after 30 days, Christian Care Center – Mesquite will dispose of it according to state and federal law and regulation.

In the event of the Resident's death. Christian Care Center – Mesquite will make reasonable efforts to locate and notify the Resident's Responsible Party or next of kin, if known to Christian Care Center – Mesquite, and as applicable, federal, state and local agencies. Christian Care Center – Mesquite will follow the instructions of the Resident's Responsible party, legal representative or next of kin with respect to the disposition of the Resident's assets held by Christian Care Center – Mesquite in accordance with applicable law. The Responsible Party must make provisions for the final disposal of all possessions and payment of funeral expenses and burial. Christian Care Center – Mesquite will not assume responsibility for such expenses. The Responsible Party agrees to notify Christian Care Center – Mesquite of the name of the individual or entity responsible for the disposition of the Resident's estate.

Resident's funds or properties will be handled in accordance with current Medicaid regulations and other applicable law.

5. FINANCIAL AGREEMENT

A. What is covered. A copy of the rate schedule in effect at the date of this Agreement is provided to the Resident and/or Responsible Party upon admission and thereafter by request. Christian Care Center – Mesquite reserves the right to amend the rates and/or services provided as part of the daily rate, following a minimum of 30 days written notice to each Resident and Responsible Party. The daily rate covers the following services provided by Christian Care Center – Mesquite:

- 1) Occupancy for the life of this contract in a furnished, semi-private or private room.
- 2) Three nutritionally balanced meals and snacks and/or therapeutic diets ordered by a licensed physician.
- 3) Housekeeping service, including bed and bath linens and laundering of personal clothing (excluding any dry cleaning.)
- 4) Maintenance service.

- 5) Nursing care as ordered by a licensed physician
- 6) Securing and administering medications, both prescription and over-the-counter drugs as ordered by a licensed physician. Christian Care Center – Mesquite has authority to order all medications and medical supplies required by the Resident in compliance with the physician’s orders from the pharmacy designated in the Admission Application. In the event the pharmacy of choice is closed or cannot fill the order, Christian Care Center – Mesquite may order needed medication from another pharmacy. The Resident or Responsible Party will be financially responsible for all medications except those for which state regulations require Christian Care Center – Mesquite to provide for Medicaid recipients, whether ordered from a designated pharmacy or a pharmacy of Christian Care Center – Mesquite’s choice.

Christian Care Center – Mesquite utilizes a Unit Dose system of drug administration. Packaging can, in some instances, be more expensive than conventional vials, but we feel that safety must be our first concern.

The Resident and/or Responsible Party is free to select a pharmacy of their choice as long as the pharmacy agrees to:

- a) Deliver drugs to the facility on a 24-hour basis, and
 - b) Meet nursing home packaging/labeling requirements.
- 7) A telephone is available for residents’ use to make local calls. Individual telephone service can be arranged.
 - 8) Activities – A program of therapeutic recreational activities is offered subject to physician’s orders for activity.
 - 9) Social Services
 - 10) Other Services as may be described in the Resident and Family Guide. Christian Care Center – Mesquite may alter the scope of services offered, but will provide written notice to the Resident and/or Responsible Party. Such shall not be a violation of this Agreement.

- B. What is Not Covered. A list of items and services available at an additional cost is provided to the Resident and/or Responsible Party upon admission and thereafter by request.
- C. Time of Payment/Rate Changes. With the exception of Medicaid Residents, the Resident and/or Responsible Party agree to pay the monthly current rate in effect on the first day of each month, in advance for the month. The Resident and/or

Responsible Party further agree to promptly pay all other charges and fees they or their guests incur with the next month's daily room charge, in accordance with the policies of Christian Care Center – Mesquite. Examples of such charges are covered in the Resident and Family Guide. A copy of basic charges for room, board and major supplies will be furnished to each Resident and/or Responsible Party.

For any months owed, 10 days or more past due, there will be an interest penalty of 18% per annum charged on the outstanding balance.

Failure on the part of the Resident and/or Responsible Party to pay all sums owed to Christian Care Center – Mesquite as provided in the Agreement, or default on any terms of this Agreement on the part of the Resident may void this agreement at the option of Christian Care Center – Mesquite.

Christian Care Center – Mesquite reserves the right to raise its rates and charges of Residents other than those whom Medicaid provides reimbursements, in order to meet its financial obligations and to provide quality service to the Residents. Every reasonable effort shall be made to give the Resident and/or Responsible Party thirty (30) days prior notice in writing informing them of any rate increase.

- D. Pro-rated Payment. In the event the term of this Agreement commences or ends on any day other than the first of the month, the monthly charge will be pro-rated.
- E. Room Hold. No refund or allowance will be made for private pay residents who are away from Christian Care Center – Mesquite, but retain their rooms.

If the Resident is a Medicaid recipient and is out of Christian Care Center – Mesquite in excess of the Medicaid therapeutic leave or guidelines, or is hospitalized, the State may not reimburse Christian Care Center – Mesquite for the time the Resident was away from the facility. If the Resident and/or Responsible Party wishes the room held and reserved while the Resident is away from the facility, the Resident and/or Responsible Party must agree to pay to Christian Care Center – Mesquite an amount equal to what the State would have paid, had the Resident been at Christian Care Center – Mesquite. The Resident and/or Responsible Party will notify Christian Care Center – Mesquite if they choose not to hold the room in such circumstances.

If the Resident and/or Responsible Party wishes a bed to be held and reserved prior to admission, the Resident and/or Responsible Party must agree to pay Christian Care Center – Mesquite an amount equal to the full daily rate charge for the type of service requested (e.g. Private Pay, Medicaid, Medicare). The Resident and/or Responsible Party agree to pay the room reservation fees during the first month of occupancy.

F. Damages. The Resident agrees to promptly reimburse Christian Care Center – Mesquite upon demand for all loss, property damage, or cost of repairs or services caused by negligence or improper use by the Resident or Responsible Party, family or guests.

6. **LIABILITY INSURANCE.** Christian Care Center – Mesquite will not be liable for any damages or losses to personal property caused by other residents or other persons. Christian Care Center – Mesquite shall not be liable for personal injury or damage, for loss or damage of the Resident’s personal property (furniture, jewelry, clothing, cash, dentures, etc.) resulting from theft, vandalism, fire, water, rain, ice, snow, explosions, sonic booms, interruption of utilities, acts of other residents, acts of God or other causes whatsoever unless the same is judged to be the result of the negligence of Christian Care Center – Mesquite.

The Resident is responsible for obtaining insurance against loss of Resident’s personal property housed at Christian Care Center – Mesquite during the period of occupancy.

7. **FINANCIAL AFFAIRS OF THE RESIDENT.** If the Resident is applying for admission on a private payment basis, the Resident agrees to promptly provide, upon request, all financial information required by Christian Care Center – Mesquite to determine the extent of the Resident’s resources. The Resident represents and warrants that his/her financial condition is substantially the same on this date as it was on the date of application for admission to Christian Care Center – Mesquite, except for the changes in financial condition disclosed on a separate document submitted prior to occupancy.

The Resident and any personal advisors engaged by the Resident shall be responsible for handling his/her day-to-day financial affairs and making arrangements for the disposition of property upon death or mental or physical incapacity. While recognizing the Resident’s right to manage his or her personal financial affairs, the Resident acknowledges that Christian Care Center – Mesquite expects the Resident to exercise fiscal responsibility to avoid impairing the Resident’s ability to pay charges for care at Christian Care Center – Mesquite.

8. **RESPONSIBLE PARTY.** The Resident’s Responsible Party may be any person legally responsible for the Resident. In the event the Resident elects to appoint a Responsible Party, or a Responsible Party is acting on behalf of a Resident, such Responsible Party agrees to deliver to Christian Care Center – Mesquite copies of any existing legal documents designating him/her as the guardian, conservator, and/or holder of a power of attorney of the Resident.

The Resident and/or Responsible Party shall complete Exhibit A of the Agreement, the “Responsible Party Appointment.” The original shall be kept on file at Christian Care Center – Mesquite, and a copy will be given to the Resident and/or the Responsible Party.

The Responsible Party shall have the right to be notified of any event or occurrence involving the Resident that directly affects any obligation of the Responsible Party under this Agreement.

9. **HOSPITALIZATION.** If hospitalization is required in cases of emergency, Christian Care Center – Mesquite will arrange for the Resident to be transferred to the nearest hospital for treatment. If hospitalization is recommended by the Resident’s attending physician (or the Medical Director at Christian Care Center – Mesquite in the absence of the attending physician), Christian Care Center – Mesquite will arrange for the Resident to be transferred to the hospital of the Resident/physician’s choice for treatment. Christian Care Center – Mesquite will notify the Responsible Party of such a transfer. All costs of hospitalization are the responsibility of the Resident. During a period of hospitalization, if the Resident’s bed is held for his/her return, the Resident shall be responsible for the daily room rate pursuant to Section 5(E) of this Agreement. A transfer to a hospital for medical purposes does not constitute a transfer, discharge or involuntary termination under this Agreement.

10. **NON-DISCRIMINATION.** It is the policy of Christian Care Center – Mesquite to admit and to treat all Residents without regard to race, creed, color, national origin, sex, handicap or age (except that admission to the dementia units is limited to individuals who have been diagnosed with Alzheimer’s Disease or a related dementia). Christian Care Center – Mesquite accepts residents who are recipients under the Medical Assistance program (Title XIX of the Social Security Act, hereinafter referred to as “Medicaid Residents” and Title XVIII – Medicare).

11. **RESIDENT’S BILL OF RIGHTS.** Christian Care Center – Mesquite will strive to protect Resident’s Rights and will make every effort to uphold the Bill of Resident’s Rights. A copy of the Resident’s Rights will be given and explained to the Resident and/or Responsible Party upon admission by a Christian Care Center – Mesquite staff member.

12. **RESIDENT’S TRUST FUND.** Christian Care Center – Mesquite maintains one Trust Fund account for residents. This service is free of charge to all residents. The account is maintained separately from other facility funds, and is subject to audit and inspection by appropriate state and federal agencies inasmuch as the resident monies are commingled in one account. A quarterly statement will be furnished to each Resident and/or Responsible Party, providing a free, individualized complete record of funds deposited with the facility.
 - A. The Resident and/or Responsible Party may manage the Resident’s own funds and neither is required to place any funds under the control of Christian Care Center – Mesquite. The Resident and/or Responsible Party agrees to provide spending money to the Resident as needed by the Resident. Ordinarily, residents are not encouraged to have more than pocket change on their persons. Christian Care Center – Mesquite will not be responsible for any monies belonging to the

Resident that are not deposited in the Resident's Trust Fund in the Christian Care Center – Mesquite Business Office.

- B. The Resident and/or Responsible Party may request assistance from Christian Care Center – Mesquite in obtaining a representative payee from the Social Security Administration.
- C. The Resident and/or Responsible Party may request and grant Christian Care Center – Mesquite permission to manage the Resident's funds. A separate written release and authorization will be required for Christian Care Center – Mesquite to manage funds other than Trust Funds.

13. MISCELLANEOUS

- A. Outside Activity Participation. Christian Care Center – Mesquite provides activities for its residents, which include participation in some activities outside Christian Care Center – Mesquite. The Resident may leave the building and participate in activities consistent with the Resident's care plan.
- B. Changes to this Agreement. The Resident and Christian Care Center – Mesquite acknowledge that this Agreement contains all of the terms of the agreement between Christian Care Center – Mesquite and the Resident concerning the Resident's occupancy at Christian Care Center – Mesquite. The parties agree that this Agreement cannot be altered or modified except by mutual agreement signed by both Christian Care Center – Mesquite and the Resident and/or Responsible Party.
- C. Agreement is Binding. Christian Care Center – Mesquite and the Resident agree that this Agreement shall be binding on Resident, Resident's heirs, Responsible Parties and assignees. No failure of Christian Care Center – Mesquite to exercise any right or remedy herein contained, and no custom or practice, shall constitute a waiver of Christian Care Center - Mesquite's right to require exact compliance with the terms of the Agreement. Any clause in the Agreement or attachment hereto declared invalid by law shall not terminate or invalidate the remainder of the Agreement. If any clause in this Agreement conflicts with regulations of any governmental agency, the regulation will supersede such clause, but the remainder of the Agreement will be in effect.

All statements, representations, authorizations, and releases made by the Resident and/or Responsible Party in the Resident's Application for Admission to Christian Care Center – Mesquite, and History and Physical are incorporated herein, and any misrepresentation or admission contained therein renders this Agreement voidable, at the option of Christian Care Center – Mesquite.

- D. Default. If Christian Care Center – Mesquite defaults on the terms of this Agreement, the Resident’s remedy shall be limited to termination of this Agreement. Christian Care Center – Mesquite’s obligation and the Resident’s remedies regarding repair, maintenance and condition of the premises shall not exceed those expressly set forth in this Agreement.
- E. Injuries. The Resident and/or Responsible Party agree to report immediately to Christian Care Center – Mesquite any accident or injury occurring to the Resident, whether inside or outside the Christian Care Center – Mesquite facility.
- F. Policies and Procedures. The Resident agrees to abide by all of the policies and procedures adopted by Christian Care Center – Mesquite, now and in the future. The Resident and/or Responsible Party will be given a copy of the Christian Care Center – Mesquite Resident and Family Handbook at the time of the Resident’s admission to Christian Care Center – Mesquite.
- G. Clothing. The Resident and/or Responsible Party agree to provide, in good condition, such personal clothing in sufficient quantity to keep the Resident neatly dressed.
- H. Privacy. Representatives of Christian Care Center – Mesquite or service personnel will make reasonable effort to respect the Resident’s right to privacy, but they may enter the Resident’s room at any time for any reasonable purpose, which includes, but is not limited to; nursing care, supervision, counseling, housekeeping, requested repairs, routine building inspections, removal of abandoned property, and showing a room to building inspectors, fire marshals, mortgage lenders, regulatory, licensing and accreditation representatives, insurance agents, and/or prospective residents.
- I. Release of Information. The Resident and/or Responsible Party authorize the release of information contained in the Resident’s medical and other records, as required under federal, state and local regulations.
- J. Property Rights. This Agreement does not give to the Resident any right, title or interest in, or to, any personal property or real property (land or buildings) e.g., the Resident’s room, bed, etc., owned by Christian Care Center – Mesquite.
- The Resident’s and/or Responsible Party’s rights, as specified in the Agreement are subject and subordinate to any deed to secure debt or mortgage now or hereafter placed on property on which Christian Care Center – Mesquite is located.
- K. Valuables. Christian Care Center – Mesquite cannot guarantee the safekeeping of any personal valuables or cash kept by the Resident in his/her room. The Resident is discouraged from keeping valuables in his/her room.

- L. Applicable Law. The terms of this Agreement shall be governed by federal laws and regulations, and state, and local laws and regulations. If any part of this Agreement is determined to be invalid or unenforceable, then only that part shall be severed from the Agreement and the remainder shall remain in full force and effect. In the event that any law or administrative rule or regulation shall render the performance of any service hereunder impossible or in violation of that law, rule or regulation, Christian Care Center – Mesquite, the Resident, and/or the Responsible Party agree that to the extent possible and consistent with the intent of this Agreement, the parties shall continue to fulfill their respective obligations consistent with that law, rule or obligation.
- M. Change of Laws. The parties recognize that state and federal laws and regulations Governing Christian Care Center – Mesquite (“Laws”) are subject to change. The Resident agrees to any change required by a change in the Laws. Whenever the Laws specify a specific period of time for an action described in this Agreement to be taken, this Agreement shall be deemed to require such action to be taken in accordance with the Laws.

I have received and have had the opportunity to have explained to me, a copy of Christian Care Center – Mesquite’s Resident and Family Handbook, which contains;

- _____ 1. Operational Policies
- _____ 2. Admission Policies
- _____ 3. Resident’s Rights and Responsibilities
- _____ 4. Policy regarding Resident’s rights to self-determination, including Living Will, Durable Medical Power of Attorney, and Organ Donation

The following information is covered herein in the Residency and Care Agreement:

- _____ 1. Policies regarding the Resident’s right to manage his/her own personal funds or according to these policies by written delegation, have this service performed by Christian Care Center – Mesquite.
- _____ 2. Policies regarding access to information from Resident’s medical records.
- _____ 3. Policies regarding the services included in the daily rate and services for which extra charges are made.
- _____ 4. Policies stating that admission and services of Christian Care Center – Mesquite are not in any way Contingent upon contributions.

I understand that if a Resident is eligible to receive Medicaid services, he/she is entitled to receive services from any provider participating in the state Medicaid program and that he/she may request a hearing before the Texas Department of Human Services if he/she believes that his/her rights to freely choose providers have been abridged without due process.

I have received and have had the opportunity to have explained to me a copy of the Department of Human Services “Medicaid for the Aged and Persons with Disabilities” pamphlet, and how to obtain such services if desired.

I have had the opportunity to have explained to me Medicaid eligibility requirements, available Medicaid services, limitations on Medicaid services, and the rights and responsibilities of Medicaid applicants and recipients.

In addition, I am aware that a resource assessment, to be done by the Texas Department of Human Services, is available upon request.

This is a **Binding Legal Document**. Please retain this copy in a safe place for your reference.

THE PARTIES NAMED BELOW HAVE EXECUTED THIS AGREEMENT IN DUPLICATE THE DATE AND YEAR FIRST ABOVE WRITTEN.

**CHRISTIAN CARE CENTER – MESQUITE
CHRISTIAN CARE CENTERS, INC.**

Authorized Representative of Christian Care Center – Mesquite

Resident or Responsible Party

Date

