



WE CARE and WE UNDERSTAND

When you choose Veteran's Progress & Recovery Services you can find peace of mind knowing you or your loved one will receive compassionate care from a friendly Personal Care Aide/Caregiver.

The cost of non-medical home care is based on the individual needs of each client we serve. At Veteran's Progress & Recovery Services, we understand that budgets aren't unlimited. That's why we work with our clients and their budgets.

With visiting our private personal care home, you will receive a partner in care who understands your concerns, needs, care, and preferences.

We'll work with you to help you loved one live an active and robust life, while in our home.

VETERAN'S PROGRESS & RECOVERY SERVICES

Phone: (832) 781-3331

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PERSONAL CARE AGREEMENT

DESCRIPTION

PLEASE READ CAREFULLY

The purpose of this agreement is to establish an contract between an elderly or disabled client and a Personal Care Aide or Caregiver who operates as an independent contractor and provides personnel to assist Client to live at home and to have as much control over the home environment and life as possible under the circumstances.

Personal Care Aides/Caregivers personnel also assist Client with the activities of daily living, medication monitoring, assistance with mobility, accompanying Client on errands and appointments, and such other services as agreed between Client and Caregiver.

In this agreement, Client waives damages for simple negligence of Personal Care Aide/ Caregiver, but not gross negligence or misconduct that is intentional or criminal in nature.

Courts generally will not enforce waivers of this type of misconduct since such a waiver would be deemed to be against public policy because it would encourage dangerous and illegal behavior.



Veteran's Progress & Recovery Services
Resident Care and Deposit Agreement

This agreement is entered into by and between Veteran's Progress & Recovery Services and _____ ("Resident") and/or _____ ("Responsible Party"), the authorized representative and guarantor of the Resident. This _____ day of _____ 20____.

The Parties Hereby Agree as Follows:

In compliance with all the terms and conditions set forth herein by the Resident and/or Responsible Party, Veteran's Progress & Recovery Services agrees to accept the Resident and provide care and services as set forth in the Agreement commencing _____ in exchange for payment.

The Resident and/or Responsible Party specifically acknowledge and understand that both parties are jointly and severally liable and contractually obligated for any and all charges and fees billed by Veteran's Progress & Recovery Services. The responsible party fully acknowledges this fact and specifically agrees to undertake financial responsibility for all obligations incurred by the Resident.

The Management of this home has agreed to exercise such responsible care toward this Resident as his/her known condition may require; however, Veteran's Progress & Recovery Services will not be held liable for accidents.

The Resident and/or Responsible Party acknowledge that non-payment may be treated by Veteran's Progress & Recovery Services as a material breach of this Agreement.

The **daily rate** of (\$ _____) for a **monthly total** of (\$ _____) for furnished room and board and personal care services) of Resident, (listed under Section **XXX** below) payable monthly.

XXX This rate covers furnished shared room and board, 24hr continuous supervision, personal care services, pre-approved transportation, (3) meals, snacks, housekeeping,

laundry, medication reminders, onsite activities, and daily assistance with Activities of Daily Living. Additional services include: Barber and Beauty services.

Veteran's Progress & Recovery Services **does not** offer the following services:

Bowel Incontinence Care	Intravenous (IV) Therapy
Bladder Incontinence Care	Medical Injections
Oxygen Administration	

Payment is to be made to the facility within ten (10) days of receipt of bill. The Resident and/or Responsible Party agree to pay Veteran's Progress & Recovery Services promptly when billed for routine charges and all extra charges for additional medication or services ordered by the Physician, by Resident, or furnished by Veteran's Progress & Recovery Services for the health and comfort of the Resident.

Veteran's Progress & Recovery Services shall arrange for the routine ordering of prescription and/or medical supplies, except when otherwise specified by the Resident and/or Responsible Party. This decision shall be noted on or before the day of admission. Invoices are payable upon submission for ordered items directly to the resident and/or Responsible Party.

The monthly room rate is changed annually and thirty (30) days advance written notice must be given to the Resident and/or Responsible Party.

Termination of this Agreement is dependent upon thirty (30) days written notice by either party. At this time, any available balance of funds will be refunded. There will be no refund for unused days if the Resident leaves the facility before the end of the thirty (30) day notice.

Terms and Conditions of this Agreement.

1. A security deposit equal to a thirty (30) day payment shall be made in advance at the time of the signing of this Agreement. Payment shall be made monthly in advance thereafter. If the date of admission is on or after the 15th of the month, payment shall include the balance of the month plus the thirty (30) day in advance payment.
2. Within sixty (60) days of discharge or upon termination of this Agreement, the Resident and/or Responsible Party shall receive a refund, if applicable, of any amount due minus applicable charges through to the effective date of discharge.
3. The Resident and/or Responsible Party accept full financial responsibility for, and agree to pay, the full amount charged by Veteran's Progress & Recovery Services. Payment is due upon receipt of bill. Failure or refusal to pay any amounts

charged under the terms of this Agreement will result in a service charge of one (1%) percent of the outstanding balance due monthly. In addition, all reasonable charges, expenses, attorney's fees, and court costs for collection and/or litigation and related costs if such action is deemed necessary to collect any amounts due, shall be the responsibility of the Resident and/or Responsible Party.

4. Veteran's Progress & Recovery Services will assist the Resident with arranging services of a Clinical Laboratory, Dentist, Podiatrist, Speech Therapist, Oculist, Optometrist, Respiratory or Physical Therapist, or another specialist or consultant when ordered by the Resident's Attending Physician or other physician attending Resident. Charges for such services are not included in the basic rate for room

and board and personal care of the Resident. Billing for such services are submitted by the person rendering the service and payment shall be made directly by the Resident and/or Responsible Party. Such services are rendered by independent contractors and are not employees or agents of Veteran's Progress & Recovery Services.

5. Veteran's Progress & Recovery Services operates in compliance with the terms of Title VI of the Civil Rights Act of 1964 and does not discriminate against any person with respect to age, sex, race, color, religion, creed, national origin, or disability in the admission and treatment of Residents, the accommodations provided, the use of equipment or the assignment of personal to provide services.
6. Under no circumstances shall Veteran's Progress & Recovery Services without written authorization of the Resident and/or Responsible Party release any information concerning the Resident to other medical facilities, insurance companies, federal and/or state agencies and regulatory bodies, concerning any illness of, or treatment rendered the Resident. The facility will comply with all applicable laws and regulations to ensure that confidentiality is maintained.
7. Should the Resident require medical attention, Veteran's Progress & Recovery Services Will Notify the Resident's Attending Physician as designated by the Resident and/or Responsible Party. If the Attending Physician is not available, Resident hereby authorizes Veteran's Progress & Recovery Services to call another physician for Resident, and any expenses shall be billed to the Resident and/or Responsible Party, unless otherwise covered by insurance or other third-party payer.

Should transfer out of the home be necessary and the Resident's Attending Physician or alternate physician is unavailable, Veteran's Progress & Recovery Services will be responsible for making the final decision for transferring to a general hospital, nursing home, mental hospital, or other facility. Such transfers shall be affected as early as possible. The next-of-kin will be involved in the decision-making process, when possible,

and will be notified immediately of such a decision and necessary action at the time of occurrence.

8. Any Resident whose health status changes significantly and is assessed as needing Skilled long-term care as demonstrated by the following characteristics may be, but is not required to be, discharged to a skilled nursing facility more appropriately able to provide services to the Resident.
 - a) The Resident requires twenty-four (24) hours per day, seven (7) days a week nursing supervision.
 - b) The Resident is bedridden for more than fourteen (14) consecutive days.
 - c) The Resident is consistently and totally dependent in four (4) or more of the Following activities of daily living eating, bathing, dressing, grooming and toileting.
 - d) The Resident has a severe cognitive decline preventing the ability of making Simple decisions regarding activities of daily living and is unable to respond appropriately to cuing and simple direction.
 - e) The Resident requires treatment of Stage 3 and 4 pressure sores or multiple stage 2 pressure sores. The treatment of a single stage 2 pressure sore may not require discharge and, based upon Resident assessment, an interdisciplinary place of care shall be developed and implemented to stabilize the sore and the condition which caused it.
 - f) The Resident requires assistance of more than two (2) staff members with transfer in addition to verbal and physical cuing and physical assistance.
 - g) The Resident has a medically unstable condition and/or has special health problems and a regimen of therapy which cannot be appropriately developed and implemented in the assisted living environment.
 - a. Each resident who has in place a duly executed Advance Directive at the time of a change in health status, shall have care provided in accordance with the guidelines set in this document. However, it is acknowledged that the home's moral policy for the provision of fluids and nutrients shall supersede any such stated refusal for insertion of a feeding tube or the failure to have fluids and nutrients provided by any means.

The decision to be discharged will be made based on the recommendation of the Veteran's Progress & Recovery Services, with the Resident, and/or the Responsible Party, and the Resident's Attending Physician.

h) Should it become necessary to transport and/or discharge the Resident to another Facility or location to receive health services or diagnostic, the Resident and/or Responsible Party shall also agree to pay the daily room rate for holding the room vacant for a Resident until the Resident returns should the absence be twenty-four hours, or more accordance with bed hold policies of the facility and/or regulatory requirements.

1) Veteran's Progress & Recovery Services reserves the right to discharge any resident for reason, but not limited to the following:

- a. Presenting a danger to himself or other residents.
- b. Repeatedly violating rules and regulations of Veteran's Progress & Recovery Services' Home after being advised of them in writing.
- c. Failure to pay charges on a timely basis, as billed.
- d. Medically unstable condition and/or special health problem and a regimen of therapy that cannot be appropriately developed or provided in the comprehensive care home environment.
- e. Any other cause to ensure the safety and wellbeing of the resident or others.

Even though Veteran's Progress & Recovery Services will exercise reasonable care toward the Resident's belongings, they are in no manner responsible for the items in the Resident's possession and for the items that they hold for the Resident. They assume no responsibility for such and no bailment should be deemed to be created. Veteran's Progress & Recovery Services may, at its discretion, dispose of any and all of the Resident's items that are left more than ten (10) days after final discharge.

- i) The Resident and/or Responsible Party agrees to abide by the rules and regulations of Veteran's Progress & Recovery Services.

By signing this Agreement, the Resident and/or Responsible Party acknowledge that they have read, understand and accept all the terms and conditions set forth in this Agreement and have received, read, understand and accept a copy of the Residential Admission, Resident's Rights Policy, and List of the Reasonable Services and Charges.

I/we agree to be responsible and to pay, at the time billed, all sums due and owing to Veteran's Progress & Recovery Services for the above-named Resident in accordance with all the terms and conditions set forth in this Agreement. Any dispute is governed under the laws of the State of Texas.

Parties acknowledge that all representations and promises made are contained in this document and contains in its entirety understanding that exists between the parties and that modification to this agreement must be in writing and signed by all parties.

I/we hereby certify and represent to the best of my/our knowledge under penalties of law, that all statements herein are true, accurate and complete based upon reliable statements and information contained and supplied by me/us as part of the Admission Process. If any information furnished or represented by me/us in connection with this Application or contained herein should prove false, inaccurate, untrue or misleading in any material respect (as determined solely by Veteran's Progress & Recovery Services, then Veteran's Progress & Recovery Services may terminate this Agreement upon thirty (30) days written notice to Resident and/or Responsible Party. Upon such termination, Veteran's Progress & Recovery Services may discontinue providing all services to Resident and the Resident will be required to vacate the facility.

Signed this _____ day of _____ year _____

Signature of Witness

Signature of Resident

Signature of Responsible Party

Accepted by Veteran's Progress & Recovery Services

Authorized Signature

Authorized Signature

Contract Revised 12/2017

Disclosure of Information on Lead-Based Paint Or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) _____ Tenant has received copies of all information listed above.
- (d) _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

* The term Agent is defined as any party who enters into a contract with the Landlord, including anyone who enters into a contract with a representative of the Landlord for the purpose of leasing housing.

- (e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Resident:

By: _____

Date: _____

Acknowledged by Property Owner:

By: _____

Date: _____

Veteran's Progress & Recovery Services