



**Healthcare Center  
Medicare  
Resident Admission Agreement  
Campus Transfers**

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## **I. BASIC AGREEMENT**

### **1.1 Basic Agreement**

This Resident Admission Agreement (“Agreement”) is entered into on the Effective Date defined in the Term Sheet by and between CC Young Memorial Home, a Texas nonprofit corporation (“CC Young”), the resident named in the Term Sheet (“Resident”), and the responsible party named in the Term Sheet (“Responsible Party”). According to this Agreement, the Resident and Responsible Party consent to and request that CC Young provide nursing care to the Resident, and CC Young agrees to admit the Resident to its licensed nursing facility (“Healthcare Center”) and provide such care.

## **II. SERVICES**

### **2.1 Provision of Services**

CC Young shall provide services in accordance with applicable governmental regulations and CC Young’s policies in force or as from time to time enacted or amended. Medicare pays for a semi-private room (or private, as required), skilled nursing services, three daily meals, linens/laundry service, housekeeping and activity/social programs. Resident may jointly occupy a semi-private room with up to one other resident. A list of available items and services not included in the Medicare payment, and applicable pricing, is attached as **Exhibit A-1**.

### **2.2 Special Needs**

Subject to any applicable regulations, CC Young does not assume responsibility for special needs such as clothing, hearing aids, dentures (except replacement of lost dentures in accordance with CC Young’s policy), eyeglasses, or other items for the exclusive use of Resident. Any outside goods or services shall be billed to Resident or the Responsible Party. Resident or Responsible Party shall obtain the prior written approval of the Administrator of CC Young for any furniture or appliances that Resident proposes to install or use in the room her or she occupies, and shall remove the same upon any determination by the Administrator that such appliances may be unsafe or unsanitary.

### **2.3 Notice of Change in Status**

CC Young will inform the Responsible Party of any significant change in Resident’s physical, mental, or emotional status and/or any transfer of Resident to a hospital. If the Responsible Party cannot be reached in an emergency or other situations indicating a need for services outside of the facility, CC Young shall take such actions for the benefit of the Resident as appear appropriate under the circumstances.

## **III. PAYMENT**

### **3.1 Agreement to Pay; Coinsurance**

Resident or Responsible Party in accordance with the terms of this Agreement, agree to pay CC Young all Charges (as herein defined) and other payments agreed upon during and related to Resident’s stay in the Skilled Nursing Unit of CC Young. Resident shall make prompt payment of all Charges and any remaining debts or payment obligations to CC Young pursuant to

Medicare guidelines. The coinsurance amount at the time of Resident's admission to the Skilled Nursing Unit is listed in the Term Sheet.

### **3.2 Charges for Services Not Covered**

If Resident requires or requests products or services that exceed in price the products and services covered by Medicare (e.g., private room, unless therapeutically required), the Resident shall pay the difference between CC Young's fees for the products or services and the customary charges for the products and services covered under Medicare ("Charges"). CC Young will notify Resident and/or Responsible Party in advance when products or services exceed the Medicare reimbursement rate.

### **3.3 Charges During Period of Insurance Ineligibility**

Resident shall be responsible for and pay all charges incurred during any period of ineligibility or noncoverage for Medicare or any other insurance coverage. If any appeal of ineligibility is made by Resident and denied, Resident shall be responsible for and pay all charges incurred during the period of ineligibility.

### **3.4 Fee Changes**

CC Young may increase fees for non-covered services at any time in accordance with the requirements of state and federal law. CC Young will give the Resident or Responsible Party notice in writing at least sixty (60) days prior to any such rate increase.

### **3.5 Period of Payment Obligation**

The Resident's obligation to pay shall commence with the day the Resident is admitted to CC Young ("Admission Date") and continue until the later of (A) the date that the Resident is discharged or (B) the date on which all of the Resident's personal effects have been removed from CC Young. The Resident's Admission Date is listed in the Term Sheet.

### **3.6 Statements**

CC Young shall provide a monthly statement to Resident and/or the Responsible Party that itemizes the total Charges. The full statement amount shall be due and payable within twenty (20) days of delivery to the Resident. CC Young reserves the right to charge a fee for any additional statements that Resident or Responsible Party requests CC Young to prepare.

### **3.7 Claim Against Estate**

The Resident understands that, if upon the Resident's death, he or she has an outstanding balance with CC Young, CC Young will file a claim against the Resident's estate to recover amounts owed to CC Young to the extent permitted by law.

## **IV. THIRD PARTY COVERAGE**

### **4.1 Medicare Enrollment**

At all times during which Resident is eligible, Resident shall be and remain enrolled in Medicare Parts A and B or a hospitalization and medical insurance program with benefits at least equal to

those provided by Medicare. Resident or Responsible Party will provide CC Young with a certificate of insurance or other proof reflecting the coverage.

#### **4.2 Assignment of Third-Party Payments**

Resident irrevocably authorizes CC Young to make claims and to take other actions to secure for CC Young receipt of third-party payments to reimburse CC Young for its charges for the stay and care of Resident. To the fullest extent permitted by law, as security for payment of CC Young's charges, Resident hereby assigns to CC Young all of Resident's rights to any third-party payments now or subsequently payable to the extent of all charges due under this Agreement. Resident or the Responsible Party promptly shall endorse and turn over to CC Young any payments received from third parties to the extent necessary to satisfy the charges under this Agreement. Resident or Responsible Party shall sign any necessary documents to forward third-party payments directly from the payor to CC Young.

#### **4.3 Resident Responsibility for Insurance Applications, Payments**

Resident and Responsible Party are responsible for applying for any applicable third-party benefits or coverage. Resident is responsible for any health insurance premiums, deductibles, co-payments and charges for services not covered and paid by insurance. Resident or Responsible Party agrees to file timely all claims for co-payments and coinsurance.

#### **4.4 Cooperation with CC Young**

The Resident and Responsible Party agree to cooperate with CC Young and to provide CC Young on a timely basis with all information reasonably requested by CC Young regarding Resident's financial status and any applications for third-party benefits or coverage.

#### **4.5 No Medicaid**

CC Young does not participate in the Medicaid program. Resident will continue to be responsible for payment of all applicable Charges regardless of Resident's eligibility for Medicaid coverage.

### **V. OBLIGATIONS OF RESPONSIBLE PARTY**

#### **5.1 Obligations**

The Responsible Party agrees to:

- 5.1.1. Ensure that the Resident's resources are used to pay CC Young for all services and supplies provided to Resident in accordance with this Agreement;
- 5.1.2. Take all actions necessary on behalf of Resident to arrange for payment of all charges or other financial obligations due CC Young;
- 5.1.3. On behalf of the Resident, apply for and seek assistance in a timely manner from third-party payors;
- 5.1.4. Take such steps as are necessary to secure any other available and applicable third-party payments; and



- 5.1.5. Otherwise cooperate with CC Young and any third-party payor in determining the Resident's eligibility for benefits.

## **5.2 Failure to Comply**

Responsible Party's failure to comply with Section 5.1 of this Agreement may cause Resident to be in default under this Agreement for nonpayment. Nonpayment is a basis for Resident discharge, as more fully detailed in Sections 14.1.6 and 15.3 of this Agreement. CC Young will be entitled to discharge the Resident for nonpayment and take any and all actions allowable under the law to enforce this Agreement.

## **VI. MEDICAL TREATMENT**

### **6.1 Resident's Attending Physician**

Resident and Responsible Party acknowledge that, except in an emergency, medical treatment will be rendered by CC Young only on direction of a physician or advance practice registered nurse and that the Resident at all times is required to remain under the care of a physician or advance practice registered nurse. The Resident hereby authorizes CC Young to use the health care provider listed in the Term Sheet during his/her stay at CC Young. The Resident may direct CC Young to change his or her designated health care provider at any time.

### **6.2 Substitute Attending Physician**

If the Resident's attending physician is unavailable, fails to serve the Resident, or fails to comply with applicable laws or regulations, Resident and Responsible Party agree that CC Young may contact another physician to attend the Resident when deemed necessary or advisable by CC Young. CC Young will honor the expressed preferences, if any, of the Resident when selecting an alternate physician that meets the requirements of applicable state and federal law. The Resident and Responsible Party shall be responsible for paying the expense for services rendered by such physician, if the services are not otherwise covered by a third-party payor.

### **6.3 No Liability for Physician Acts/Omissions**

CC Young shall not be liable for any acts or omissions of any physician providing care to the Resident.

### **6.4 Physician Visits**

The Resident and Responsible Party shall ensure that the attending physician will see Resident at CC Young or that arrangements are made for transportation of Resident to the attending physician's offices whenever necessary, but not less than once every thirty (30) days for the first ninety (90) days of Resident's occupancy, and at least once every sixty (60) days thereafter.

### **6.5 Physical Examinations**

Resident will submit to such physical and/or mental examinations in connection with Resident's admission and continued residency as may be appropriate and/or required by statute or regulation. The Resident and Responsible Party authorize evaluation of Resident's mental competence as CC Young deems appropriate or necessary.

## **6.6 Compliance with Care Plan**

The Resident and Responsible Party are responsible for following the treatment plan recommended by the physician primarily responsible for the Resident's care, including following the instructions of CC Young's staff as they carry out the plan of care and implement the physician's orders.

## **6.7 Refusal of Treatment**

The Resident and Responsible Party are fully responsible for any consequences that result from the Resident's or Responsible Party's refusal of or failure to comply with treatment.

## **6.8 Transfer to Hospital**

Resident agrees to be transferred to a hospital or other health care facility upon order of any physician or when, in CC Young's discretion, such transfer is necessary to provide the proper level of care required to assure the welfare of the Resident.

## **6.9 No Liability for Physician or Other Health Facility Charges**

CC Young is not responsible for payment for care and services rendered to the Resident by any hospital or other health facility, except if required by statute or regulation.

# **VII. PHARMACY SERVICES**

## **7.1 Included Pharmaceutical Products**

CC Young will provide prescription drugs and other pharmacy products and supplies as ordered by Resident's physician in accordance with applicable Medicare coverage guidelines.

## **7.2 Pharmaceutical Products Not Covered Under Medicare**

CC Young will obtain any prescription drugs and other pharmacy products and supplies not included in Resident's Medicare coverage, if any, from the pharmacy of Resident's choice. The designated pharmacy must agree, among other things, to provide services in accordance with all applicable federal and state statutes and regulations and other requirements of CC Young, including, but not limited to: providing charge accounts; timely, twenty-four hour service and delivery; supply designated unit dose packaging; and monitoring.

## **7.3 Generic Substitutions Authorized**

CC Young is hereby authorized to use generic name medications except where otherwise ordered in writing by the Resident's physician.

## **7.4 Destruction of Excess Medications**

The Resident and Responsible Party hereby authorize CC Young to destroy, according to established procedures, any excess or undesired medications.

## **VIII. PROVISION, USE AND DISCLOSURE OF RESIDENT'S HEALTH INFORMATION**

### **8.1 Provision of Medical Records**

At or prior to Resident's admission to CC Young, Resident or Responsible Party shall obtain from Resident's physician and provide to CC Young copies of the following:

- 8.1.1. Medical history and current physical examination conducted within fourteen (14) days prior to admission;
- 8.1.2. Physician's orders; and
- 8.1.3. A completed CC Young pre-admission application form.

### **8.2 Texas-Licensed Physician**

The examination referenced in Section 8.1.1. must be performed by a physician licensed to practice in the State of Texas. If the Resident's physical examination was conducted by a physician not licensed in Texas, the Resident or Responsible Party shall obtain an additional physical examination of Resident by a Texas licensed physician and supply a report thereof from such physician within three (3) days following Resident's admission to CC Young.

### **8.3 Annual Examination Records**

The Resident or Responsible Party shall provide to CC Young a complete history and report of a physical examination of Resident on an annual basis.

### **8.4 Use or Disclosure of Resident's Medical Information**

The Resident or Responsible Party, as applicable, authorizes CC Young to use or disclose medical information about the Resident that is necessary for treatment, payment and/or healthcare operations in accordance with applicable laws. The use or disclosure of the Resident's medical information by CC Young for purposes other than treatment, payment and/or healthcare operations will be made only as otherwise required or permitted by law.

### **8.5 Acknowledgment of Receipt of Notice of Privacy Practices**

The Resident and Responsible Party hereby acknowledge receipt of, prior to or at the time of the execution of this Agreement, a copy of CC Young's Notice of Privacy Practices that describes how medical information about a Resident may be used or disclosed by CC Young.

## **IV. RESIDENT'S VALUABLES AND PERSONAL EFFECTS**

### **9.1 Generally**

CC Young does not guarantee the safety or security of Resident's personal items or valuables. Resident is advised not to keep any item of value at CC Young.

## **9.2 Resident's Funds**

The Resident and Responsible Party agree to arrange for personal spending money provided from the Resident's funds and resources as needed by the Resident.

## **9.3 Condition of Living Area**

Resident and Responsible Party shall keep the Resident's living area free of fire hazards, unapproved pets, rubbish, obstacles, nuisance or items prohibited by law or any other rules. Resident and Responsible Party will comply with all existing and future requirements of property insurers and with all published rules, laws, ordinance and codes of any governmental authority having jurisdiction over CC Young's operations.

# **X. GUARDIAN/CONSERVATORSHIP**

## **10.1 Legal Action in Absence of Directives**

If Resident becomes unable to care properly for himself or herself or his or her property and has not designated a durable power of attorney or indicated his or her preference as to a guardian or conservator in the event of Resident's incapacity, then the Resident and Responsible Party agree that CC Young is authorized to institute legal proceedings for appointment of a person or entity to serve as guardian or conservator for Resident.

## **10.2 Notice to CC Young of Legal Proceedings**

Responsible Party shall notify CC Young's Administrator if Resident is adjudicated incompetent and/or of any legal proceeding bearing on Resident's ability to handle Residents own affairs or make decisions pertinent to Resident's welfare.

# **XI. COMPLIANCE WITH CC YOUNG POLICIES, RULES AND REGULATIONS**

**THE RESIDENT AND RESPONSIBLE PARTY AGREE TO COMPLY WITH ALL POLICIES, RULES AND REGULATIONS ESTABLISHED BY CC YOUNG, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, TO PROMOTE THE HEALTH, SAFETY, AND WELFARE OF ALL RESIDENTS AND THE ORDER AND EFFICIENCY OF CC YOUNG. RESIDENT AND RESPONSIBLE PARTY SHALL FURTHER ENSURE THAT ANY VISITORS WILL ABIDE BY THE SAME.**

# **XII. ASSISTIVE DEVICES AND MODES OF TRANSPORT; INDEMNIFICATION**

## **12.1 Safety Hazard**

If CC Young staff determines that Resident's use of a mechanical ambulation aid poses a risk to the safety of others, Resident shall cease use of such mechanical ambulation aid in accordance with CC Young's instructions.

## **12.2 Release and Indemnification**

**CC YOUNG WILL NOT BE LIABLE BY VIRTUE OF ANY INJURIES, DAMAGES, OR LOSSES, WHETHER ACTUAL OR POTENTIAL, SUSTAINED BY RESIDENT THAT GROW OUT OF OR ARE CLAIMED TO GROW OUT OF RESIDENT'S USE OF ANY**

MECHANICAL AMBULATION AID AND/OR ASSISTIVE DEVICE, INCLUDING, BUT NOT LIMITED TO CLAIMS OF PAIN, SUFFERING, MENTAL OR EMOTIONAL ANGUISH, LOSS OF INCOME, MEDICAL EXPENSES, AND CONSEQUENTIAL DAMAGES, WHETHER RESIDENT'S CLAIM IS BASED ON A CLAIM OF NEGLIGENCE OR OTHERWISE. RESIDENT AGREES TO INDEMNIFY AND HOLD HARMLESS CC YOUNG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS, REPRESENTATIVES, ATTORNEYS, VOLUNTEERS, AND ASSIGNS FROM AND AGAINST ANY CLAIMS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES), DAMAGES, COSTS, EXPENSES, OR LIABILITIES GROWING OUT OF OR IN ANY WAY RELATED TO RESIDENT'S USE OF MECHANICAL AMBULATION AIDS AND/OR ASSISTIVE DEVICES. WITHOUT LIMITATION OF THE FOREGOING, RESIDENT AGREES TO PAY FOR ANY AND ALL DAMAGES TO PROPERTY (WHETHER BELONGING TO CC YOUNG ANY OTHER PERSON OR ENTITY) AND FOR ANY AND ALL DAMAGES OR INJURIES TO ANY PERSON OR PERSONS (INCLUDING RESIDENTS, VISITORS, CC YOUNG STAFF, OR OTHERS) ARISING FROM OR CAUSED BY RESIDENT'S USE OF THE MECHANICAL AMBULATION AID AND/OR ASSISTIVE DEVICE.

### **XIII. PROPERTY DAMAGE, INJURY, AND REMEDIES**

#### **13.1 Reimbursement for Property Damage, Personal Injury**

The Resident shall reimburse CC Young for any damages and/or costs derived from property damage (except reasonable wear and tear) or personal injury caused by the Resident during his or her residency at CC Young.

#### **13.2 No Liability for Injury**

CC YOUNG WILL EXERCISE SUCH REASONABLE CARE TOWARD RESIDENT AS RESIDENT'S KNOWN CONDITION(S) MAY REQUIRE, HOWEVER, CC YOUNG WILL NOT BE LIABLE FOR INJURIES OR DAMAGES SUSTAINED BY RESIDENT OF ANY KIND UNLESS CAUSED BY THE GROSS NEGLIGENCE OR A WILLFUL ACT OF CC YOUNG OR ITS EMPLOYEES. CC YOUNG IS NOT AN INSURER OF THE HEALTH AND SAFETY OF RESIDENT AND ASSUMES NO LIABILITY AS SUCH. CC YOUNG WILL NOT BE RESPONSIBLE FOR RESIDENT WHEN RESIDENT IS ON LEAVE FROM CC YOUNG.

#### **13.3 Remedies**

EXCEPT FOR ANY LIABILITY IMPOSED UPON CC YOUNG BY LAW TO THE CONTRARY, RESIDENT'S SOLE REMEDY FOR A BREACH OF THIS AGREEMENT SHALL BE UTILIZATION OF CC YOUNG'S GRIEVANCE PROCEDURE, UTILIZATION OF OTHER PROCEDURES AVAILABLE THROUGH STATE REGULATORY AGENCIES FOR RESOLUTION OF PROBLEMS, OR TERMINATION OF THE AGREEMENT. IN NO EVENT SHALL CC YOUNG BE LIABLE TO RESIDENT OR INDIVIDUAL(S) ACTING ON RESIDENT'S BEHALF FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INCONVENIENCE, MOVING OR TRAVEL.

## **XIV. TRANSFER OR DISCHARGE**

### **14.1 Reasons for Discharge**

The Resident and Responsible Party agree and understand that the Resident may be discharged or transferred from CC Young:

- 14.1.1 As needed to meet the welfare of the Resident which cannot be met in CC Young;
- 14.1.2 If the Resident no longer needs the services of CC Young due to improved health;
- 14.1.3 If the safety of individuals in CC Young is endangered due to the clinical or behavioral status of the resident;
- 14.1.4 If the health of individuals in CC Young is endangered;
- 14.1.5 If CC Young ceases to operate; or
- 14.1.6 In the event of non-payment. Nonpayment applies if the Resident or Responsible Party does not submit the necessary paperwork for third party payment or after the third party, including Medicare, denies the claim and the Resident or Responsible Party refuses to pay for his or her stay.

### **14.2 Ineligibility for Medicare; Conversion to Private Pay**

If Resident becomes ineligible for further Medicare benefits, this Agreement will terminate and Resident may enter into a private pay nursing agreement with CC Young and pay the then-current private pay rates for services.

### **14.3 Transfer Within CC Young**

The Resident and Responsible Party agree and understand that the Resident may be moved to a different room within CC Young as permitted under state and federal law. The Resident and Responsible Party will be notified before any change in accommodations is made.

### **14.4 Written Notice of Transfer or Discharge**

The Resident will receive written notice of CC Young's plan to discharge or transfer the Resident out of CC Young and the reasons such discharge or transfer is necessary in accordance with the requirements of state and federal law.

### **14.5 Arrangements for Post-Discharge Medical Care**

In the event a discharge becomes necessary, the Resident and Responsible Party shall assume full liability and responsibility for removal of the Resident and his/her personal belongings from CC Young and for making alternative arrangements for continued medical care.

- 14.5.1 The Resident and the Responsible Party agree to pay all expenses associated with the foregoing.
- 14.5.2 CC Young shall provide assistance in finding an appropriate placement.

## **XV. PAYMENT OF INTEREST AND COLLECTION**

### **15.1 Late Fees**

CC Young reserves the right to charge a late fee ("Late Fee") for overdue accounts. Subject to applicable law, the Resident and Responsible Party agree to pay CC Young a monthly Late Fee on any amount that is thirty (30) or more days overdue. The Late Fee shall be the lesser of (A) 1.0% of the total amount owed (including any previously assessed Late Fees), or (B) the maximum rate allowable under applicable law.

### **15.2 Application of Excess Late Fees**

If CC Young collects or applies any sum in excess of the highest lawful rate, the excess shall be applied to reduction of amounts owed to CC Young by Resident, or if none exist, shall be refunded. In determining whether or not amounts paid in late charges exceed the highest lawful rate, CC Young and Resident shall, to the maximum extent permitted under applicable law, characterize any such payment as an expense, fee, or premium rather than as interest and "spread" the total amount of late charges paid throughout the entire period during which overdue amounts remain unpaid so that the late charge rate is uniform throughout such period.

### **15.3 Nonpayment**

If full payment of charges is not made for a period of thirty (30) days, CC Young shall be entitled to take such steps as it deems proper including, but not limited to, terminating this Agreement and discharging the Resident from CC Young.

### **15.4 Costs of Collection**

Upon referral of Resident's overdue account to an attorney or to an agency for collection, the Resident and Responsible Party agree to pay the costs of collection, including reasonable attorney's fees.

### **15.5 Fees for Returned Checks**

The Resident and Responsible Party will reimburse CC Young for any bank charges arising from checks returned due to insufficient funds or for any other reason.

## **XVI. INCOMPLETE OR INACCURATE DISCLOSURE**

If CC Young accepts the Resident for admission based on information about the Resident's financial, medical or mental status provided by the Resident or Responsible Party that is subsequently determined to be incomplete or inaccurate, the disclosure of such information will constitute a material breach of this Agreement by the Resident and the Responsible Party.

## **XVII. TERMINATION; REMOVAL OF RESIDENT PROPERTY**

### **17.1 Termination By Resident**

The Resident may terminate this Agreement upon a minimum of thirty (30) days prior written notice. CC Young shall be entitled to terminate this Agreement in accordance with applicable law upon occurrence of any of the conditions listed in Section 14.1, above.

## **17.2 No Life Care**

Resident and Responsible Party acknowledge and agree that this is not an agreement for life care.

## **17.3 Refunds After Discharge**

Subject to the provisions of this Section 17, any refund owed to Resident for all monies received in excess of total charges will be payable within thirty (30) days after discharge, including returns of prepayments, overpayments, or personal funds held in trust. CC Young will return such funds to Resident or his or her Responsible Party or his or her estate in accordance with Resident's written directions or dispose of such property as specified by law.

## **17.4 Obligation to Pay Survives Termination**

Termination of this Agreement will not relieve the Resident or the Responsible Party from liability for any amounts due or owing to CC Young pursuant to the terms of this Agreement.

## **17.5 Removal of Personal Property**

Within three (3) business days following termination of this Agreement for any reason, Resident's personal property shall be removed from CC Young. If Resident's personal property is not removed within three (3) days after termination, CC Young shall remove Resident's property and place it into storage for up to thirty (30) days at the Resident's expense. If Resident's personal effects are not removed from storage by Resident or the Responsible Party within such period, CC Young shall be entitled to dispose of Resident's personal property.

## **17.6 Continuing Charges Prior to Removal of Personal Effects**

Resident or the Responsible Party shall continue to pay the full private pay Routine Services Per Diem Rate and any incurred ancillary charges until the later of (A) the date that the Resident is discharged or (B) the date on which all of the Resident's personal effects have been removed from CC Young.

# **XVIII. TEMPORARY ABSENCES; RESERVING BEDS**

## **18.1 Bed Hold Agreement**

CC Young will reserve the Resident's bed during his or her temporary absence from CC Young provided the Resident enters into a Bed Hold Agreement with CC Young and pays in advance a per diem amount, not to exceed the private pay Routine Services Per Diem Rate then being charged for the unit in which the Resident resides, for the full period of time the Resident wishes the bed reserved beginning with the first day of absence.

## **18.2 Readmission Following Temporary Absence**

If Resident does not enter into a Bed Hold Agreement and pay such per diem amount, this Agreement will terminate upon the Resident's departure and CC Young will not be obligated to reserve a bed for the Resident. However, CC Young will admit the Resident to his or her previous room, if available, or immediately upon the first availability of a bed in a semi-private room if CC Young determines that CC Young can meet the Resident's needs, the Resident



requires the services provided by CC Young, and the Resident is eligible for Medicare skilled nursing facility services.

## **XIX. RESIDENT RIGHTS**

### **19.1 Generally**

Each Resident is entitled to certain basic rights as an individual while residing at CC Young.

### **19.2 Receipt of Policy on Resident Rights**

The Resident and Responsible Party hereby acknowledge receipt of, prior to or at the time of the execution of this Agreement, a copy of CC Young's policy statement regarding the Resident's rights as set forth in the Residents' Bill of Rights.

### **19.3 Non-Discrimination**

CC Young does not discriminate against any person on the basis of race, color, national origin, disability, age, religious creed, sex, sexual orientation, gender identity or expression, marital status, ancestry, or lawful source of income in admission, treatment, or participation in its programs, services and activities.

## **XX. PRIVATE DUTY PERSONNEL**

### **20.1 Choice of Provider**

CC Young does not restrict Resident's choice of personal care providers, including a private attendant or sitter, home health agency, or any other third-party service provider (any of which shall hereafter be referred to as "private duty personnel" or "PDP"). However, Resident may not hire any CC Young employee as private duty personnel while that person is employed by CC Young and for one (1) year after termination of their employment with CC Young, and Resident and private duty personnel must comply with the responsibilities outlined in this Section.

### **20.2 Obligations Prior to Employment**

Prior to employing any private duty personnel, Resident must obtain two (2) copies of the Long-Term Care Private Duty Personnel Rules, Requirements and Required Forms Packet ("Packet") from the Administrator. Resident must then provide the Administrator with the following:

20.2.1 Private Duty Personnel Registration and Information Form, completed and signed by the PDP, accompanied by a photocopy of any unexpired document selected from List B, "Documents that Establish Identity," located in Form I-9, Employment Eligibility Verification;

20.2.2 Acknowledgement and Indemnification Form, completed and signed by the PDP;

20.2.3 The results of a background check of the PDP that includes all of the following:

20.2.4 A Medicare/Medicaid exclusion check. Please provide search results from both of the following online sources:

20.2.4.1 Texas OIG Registry:  
<https://oig.hhsc.state.tx.us/oigportal/Exclusions.aspx>

20.2.4.2 Federal OIG Registry: <https://exclusions.oig.hhs.gov/>

20.2.5 A tuberculosis test;

20.2.6 A criminal background check;

20.2.7 Evidence of liability insurance insuring the activities of the PDP in the amount of \$250,000 per occurrence; and

20.2.8 A completed Residence Entry Authorization Form, which authorizes the PDP to access the Resident's residence at CC Young.

The Administrator will review the information submitted pursuant to this Section 20.2, and Resident must have approval from the Administrator prior to finalizing engagement of the private duty personnel.

PDP employed and provided by a third-party employer, such as a home health agency, are typically covered by their employer's general liability insurance policy. To meet the requirements of Section 20.2.7, above, Resident must submit a copy of the third-party employer's general liability insurance policy to the Administrator.

PDP employed directly by the Resident may be covered by general liability insurance purchased by the Resident. If Resident wishes to insure his or her PDP as an employee under Resident's existing general liability insurance, Resident must present the full policy to the Administrator for review and confirmation that the policy provides such coverage.

If Resident's general liability insurance does not cover the PDP, or if the PDP is not otherwise insured by his or her third-party employer, the PDP must secure, maintain and provide evidence of general liability insurance coverage that meets the requirements of Section 20.2.7.

### **20.3 Resident Responsibilities**

In addition to the pre-employment obligations above, Resident must:

20.3.1 Update and resubmit to the Administrator each of the forms and documents described in Section 20.2, above, at the start of each year Resident employs the PDP;

20.3.2 Pay in full all fees and charges incurred by the Resident under this Agreement. Resident recognizes that hiring private duty personnel does not preclude payment of any fees incurred by Resident at CC Young, or other charges required under this Agreement;

20.3.3 Pay all fees and charges as required under the agreement Resident enters into with the PDP. Resident is financially responsible for all charges incurred as a result of Resident's engagement of private duty personnel;

20.3.4 Notify the Administrator in advance if any PDP is to access Resident's Residence while the Resident is away; and

20.3.5 Notify the Administrator promptly upon termination of his or her employment of the PDP.

#### **20.4 Private Duty Personnel Responsibilities**

Private duty personnel must comply with all of CC Young's Rules and Requirements for Private Duty Personnel ("Rules"), including but not limited to the following:

20.4.1 Meet with CC Young to discuss the Resident's care plan upon commencement of employment, and periodically thereafter;

20.4.2 Maintain a daily log of services provided by the PDP, and provide CC Young with a copy of such service records on a weekly basis;

20.4.3 Maintain liability insurance in the amount of \$250,000 per occurrence (see Section 20.2.7, above, for more information);

20.4.4 Provide CC Young with a copy of any care coordination policies that govern his or her provision of care to the Resident; and

20.4.5 Sign in and out at the front desk or the nurse's station at the beginning and end of each visit.

A complete list of the applicable Rules is included in the Packet. Private duty personnel that fail to comply with one or more of the Rules will not be allowed to re-enter the CC Young campus. CC Young will have the right, in its sole discretion, to order PDP off its campus for failure to comply with CC Young's Rules.

#### **20.5 Statement of Relationship**

Resident understands that private duty personnel employed by Resident are not employees or agents of CC Young, are not covered by CC Young's liability or Worker's Compensation insurance, and are not entitled to any of CC Young's benefits. CC Young shall have no duty to instruct, supervise, or monitor the actions of such private duty personnel or other third parties.

#### **20.6 Indemnification**

**RESIDENT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CC YOUNG, ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS FROM ANY INJURY OR DAMAGE TO RESIDENT'S PERSON OR PROPERTY, TO CC YOUNG OR ITS PROPERTY, OR TO THE PERSON OR PROPERTY OF OTHERS RESULTING FROM THE ACTS, OMISSIONS, NEGLECT OR FAULT OF ANY THIRD PARTY CONTRACTED, HIRED, OR ENLISTED BY RESIDENT OR ON RESIDENT'S BEHALF.**

## **XXI. WANDERING**

Resident and Responsible Party acknowledge that all exit doors at CC Young are “quick egress” doors and that CC Young cannot provide one-to-one care or prevent Resident from exiting CC Young facilities. Resident and Responsible Party likewise acknowledge that, even though certain CC Young facilities are specifically designed for residents with Alzheimer’s, dementia, or other mental impairments, CC Young does not guarantee that such residents cannot and will not make unapproved egress or that such residents will be intercepted before they leave CC Young property. Resident and Responsible Party further understand and acknowledge that, because of visitors to long-term care facilities at CC Young and because of unforeseen circumstances, egress is possible even from secured units. Resident and Responsible Party understand and agree that CC Young cannot and does not guarantee the safety of any resident, including Resident, in any part of CC Young facilities.

## **XXII. DEATH OF RESIDENT**

In the event of Resident’s death, CC Young shall notify the Responsible Party. All burial, funeral, and related expenses and arrangements shall be the responsibility of Resident’s estate or designated representative. CC Young shall not be responsible for any such arrangements or expenses.

## **XXIII. RIGHT OF ACCESS**

CC Young shall have the right of access to the room occupied by Resident, including the right to break locks on doors and windows to gain access in the event of a perceived emergency.

## **XXIV. MISCELLANEOUS**

### **24.1 Governing Law**

The validity, construction and interpretation of this Agreement and the rights and duties of the parties shall be governed by and construed in accordance with laws of the State of Texas without regard to conflicts of laws provisions, and shall be performable in Collin County, Texas.

### **24.2 Entire Agreement**

**CC YOUNG AND RENTER HEREBY ACKNOWLEDGE THAT NEITHER PARTY IS RELYING UPON ANY BROCHURE, RENDERING, INFORMATION, REPRESENTATION OR PROMISE OF THE OTHER, OR OF THE AGENT OR COOPERATING AGENT, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.**

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior representations, agreements and understandings, whether written or oral, with respect to its subject matter. This Agreement shall not be modified, amended or waived, in whole or in part, except by written agreement of both parties.

### **24.3 No Assignment; No Third-Party Beneficiaries**

This Agreement may not be assigned by either party without the prior written consent of the other party in its sole and absolute discretion. Subject to the foregoing, the terms, conditions and obligations of this Agreement shall extend to and inure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto. The parties intend that this Agreement benefit no other person and that no such person shall have any right to enforce any provision of this Agreement, whether as a third-party beneficiary or otherwise.

### **24.4 Severability**

In the event any one or more of the provisions or parts of a provision contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

### **24.5 Waiver of Breach**

No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed a waiver of such provision on any other occasion, or the waiver of any other provision, whether or not similar. No delay in the enforcement of any provision of this Agreement shall constitute a waiver of the right to enforce such provision in that or any other instance.

### **24.6 Subject to/Change in Law**

The parties recognize that this Agreement is at all times to be subject to applicable local, state and federal statutory and common law, regulations of state and federal agencies, and state and federal judicial and administrative decisions. The parties further recognize that this Agreement shall be subject to changes and amendments in these laws and regulations and to the provisions of any new legislation, regulations and case law affecting this Agreement. Any provisions of law or judicial or administrative decisions that invalidate, or are otherwise inconsistent with, the terms of this Agreement, or that would cause one of the parties to be in violation of law, shall automatically supersede the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to modify the terms and conditions of this Agreement to accommodate such provisions of law or judicial or administrative decisions and to effectuate the existing terms and intent of this Agreement to the greatest possible extent, consistent with the requirements of such law or decision.

### **24.7 Survival**

The provisions of this Agreement which by their sense are intended to survive the expiration or termination of this Agreement, including without limitation the provisions concerning Payment (Section 3), Obligations of Responsible Party (Section 5), Release of Information (Sections 8.4 and 8.5), Temporary Absences; Reserving Beds (Section 18), Transfer and Discharge (Section 14.4.1) and Miscellaneous (Section 24) shall so survive.

**24.8 Receipt of Agreement; Understanding**

Resident acknowledges receipt of a copy of this Agreement. Each party represents that such party understands and agrees to the terms as stated herein.

**[SIGNATURES ON FOLLOWING PAGE]**

**TERM SHEET**

Resident: \_\_\_\_\_

Room Number: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

Responsible Party Contact Information: \_\_\_\_\_

\_\_\_\_\_

Admission Date: \_\_\_\_\_

Coinurance Amount: \_\_\_\_\_

Attending Physician: \_\_\_\_\_

Attending Physician Contact Information: \_\_\_\_\_

\_\_\_\_\_

**RESIDENT ADMISSION AGREEMENT SIGNATURE PAGE**

By signing below, Resident and Responsible Party agree and confirm that Resident and Responsible Party have completely read this Resident Admission Agreement and each of its attachments and addenda, as applicable, all of which are incorporated herein by reference (with this Resident Admission Agreement and all of its attachments being collectively referred to as the “Resident Admission Agreement”), and that Resident and Responsible Party understand the rights and obligations created by this contract and agree to all of the Resident Admission Agreement’s terms and conditions.

This Resident Admission Agreement is effective as of this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

**RESIDENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Resident

**CC YOUNG MEMORIAL HOME**

\_\_\_\_\_  
By: Russell Crews

Its: President and Chief Executive Officer



## **EXHIBIT A**

### **Acknowledgement of Receipt of Documents**

The undersigned Resident and Responsible Party agree and confirm that each has received copies of the following documents, and has had the opportunity to ask questions about the same.

| <b>Exhibit</b> | <b>Document</b>  |
|----------------|--|
| A-1            | Available Services NOT Included in Medicare Payment  |
| A-2            | Resident's rights (HHSC Publication)   |
| A-3            | CC Young rules and regulations governing resident and family conduct and responsibilities        |
| A-4            | CC Young admission policies  |
| A-5            | A description of the protection of personal funds  |
| A-6            | Resident rights and responsibilities in the Texas Human Resources Code, Title 6, Ch. 102         |
| A-7            | Services available through the HHSC Office of the State Long Term care ombudsman program         |
| A-8            | Policy for the drug testing of employees who have direct contact with residents                  |
| A-9            | Policy for the criminal history checks of employees and applications for employment              |
| A-10           | HHSC's rules and CC Young's policies related to the use of restraining and involuntary seclusion |
| A-11           | Information related to advance directives  |
| A-12           | HHSC Information Regarding Authorized Electronic Monitoring form                                 |
| A-13           | Risk Acknowledgment  |
| A-14           | Pneumonia Vaccine Consent  |
| A-15           | Informed Consent & Agreement for Opioid Therapy  |
| A-16           | Assignment of Benefits   |
| A-17           | Pharmacy Agreement   |
| A-18           | CC Young Grievance Procedure   |
| A-19           | Privacy Act Statement  |

#### **RESIDENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

#### **RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT B**

**Notice of No Medicaid**

CC Young does not participate in the Medicaid program with respect to new residents. Resident will continue to be responsible for payment of all applicable charges regardless of Resident's eligibility for Medicaid coverage. CC Young may transfer or discharge the Resident if the Resident does not pay the facility charges even though the Resident may have become eligible for Medicaid nursing facility services.

By my signature below, I affirm that I have read and understood the above statements regarding the lack of Medicaid availability at CC Young.

**RESIDENT**

**RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT C**

**Medicare Secondary Payor Screening Form**

[See Attached]

## **EXHIBIT D**

### **Waiver and Release of Past Claims**

This Waiver and Release of Past Claims (“*Waiver*”) is entered into by and between CC Young Memorial Home (“*CC Young*”), a Texas nonprofit corporation, and the resident (or residents, if there are two) named in the Term Sheet attached to this document (the “*Resident*,” whether one or more). If Resident does not have the capacity to execute this for himself or herself, a properly authorized party may execute it on Resident’s behalf. This Waiver is effective as of the Effective Date defined herein.

**RESIDENT, IN CONSIDERATION OF RESIDENT’S ADMISSION PURSUANT TO THE AGREEMENT TO WHICH THIS WAIVER IS ATTACHED, ON BEHALF OF RESIDENT AND RESIDENT’S EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES AND FOREVER DISCHARGES CC YOUNG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS (THE “RELEASED PARTIES”), FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, FOR ANY ACTS OR OMISSIONS OCCURRING PRIOR TO THE EFFECTIVE DATE. FOR THE AVOIDANCE OF DOUBT, THIS WAIVER APPLIES TO ALL CLAIMS, DEMANDS, CROSS-ACTIONS, CONTROVERSIES, CAUSES OF ACTION, OR DAMAGES, WHETHER KNOWN OR UNKNOWN, THAT MAY BE HELD AGAINST THE RELEASED PARTIES FOR ACTS OR OMISSIONS OF THE RELEASED PARTIES, BUT DOES NOT APPLY TO ANY CONTRACTUAL RIGHTS THAT RESIDENT MAY HAVE IN REGARD TO CC YOUNG.**

**RESIDENT, OR, IF A RESPONSIBLE PARTY IS EXECUTING THIS WAIVER ON BEHALF OF RESIDENT, SUCH RESPONSIBLE PARTY, UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THIS IS A FULL, FINAL AND COMPLETE RELEASE OF LEGAL CLAIMS OF ANY KIND FOR ACCIDENTS, INCIDENTS, OR ANY OTHER EVENTS THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.**

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

**[SIGNATURES ON FOLLOWING PAGE]**

This Waiver and Release of Past Claims is entered into to be effective as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*“Effective Date”*).

**RESIDENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**RESIDENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CC YOUNG MEMORIAL HOME**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
President and Chief Executive Officer

STATE OF TEXAS           §

COUNTY OF DALLAS       §

Subscribed and sworn before me, the undersigned authority, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas