

March 24, 2020

#### TO OUR RESIDENTS, FAMILIES, TEAM MEMBERS AND VENDOR PARTNERS:

CC Young has been adapting our policies to the rapidly evolving COVID-19 crisis with the protection of each of our residents as our primary focus. I'm proud of our team and the extremely difficult decisions we've worked through to date. And yet, this is not over.

Our newly enacted campus restrictions enable CC Young to comply with numerous regulations issued by the Centers for Medicare and Medicaid Services (CMS), the Texas Health and Human Services Commission (HHSC), The State of Texas Executive Order, Dallas County and the City of Dallas. We understand that not everyone agrees with our campus restrictions. However, we have an ultimate responsibility to protect all residents we serve. As a result, CC Young is strongly encouraging residents to stay on campus unless you have a medical emergency or an essential medical appointment.

Shelter-in-place policies have become imperative as the most effective means to mitigate the introduction of COVID-19 virus to the CC Young campus. In light of these restrictions, we are redeploying team members daily to deliver packages, groceries, prescriptions and newspapers. We will soon be providing a way to order grocery and household staples to minimize the need to leave campus under these new restrictions.

This new policy (attached) which will go into effect at 6:00am Thursday, March 26, requires you to sign and return the acknowledgement form (attached) before you choose to leave campus. The key element of this new policy is that we are asking you to shelter in place. If you choose to leave campus, you will be required to sign the Quarantine Agreement (attached) upon your return. Or, you can remain off campus. To be clear, if you leave campus for any reason, you will be required to self-quarantine (with your spouse, if applicable) in your apartment for at least 7 days.

Although these campus restrictions are temporary, they will remain in place until all shelter-in-place and visitor restrictions are lifted by various regulatory bodies.

Thank you in advance for your understanding and support. I know we can count on you to do your part.

Russell Crews, President & CEO

## **CC YOUNG SHELTER IN PLACE POLICY**

## Effective March 26, 2020

On March 19, 2020, Texas Governor Greg Abbott issued the following Order No. 3 with regard to retirement communities such as CC Young:

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.

Governor Abbott's order barring all retirement community visitors except those providing critical assistance went into effect on March 20<sup>th</sup> at 11:59 PM.

On March 22<sup>nd</sup>, Dallas County Judge Clay Jenkins issued an Amended Order relating to the COVID-19 pandemic. Pursuant to the order, beginning March 23<sup>rd</sup> at 11:59 PM:

- all residents of Dallas County are ordered to shelter at their place of residence; and
- all businesses except those defined as Essential Businesses are to cease activity; and
- all public or private gatherings of any number of people outside of a single household or living unit are prohibited.

In keeping with the orders of Governor Abbot and Judge Jenkins, and in accordance with COVID-19 guidance and requirements for licensed long-term care settings located on the CC Young campus, <u>CC Young residents are prohibited from returning to the CC Young campus after departing</u> unless the resident agrees to sign and follow the attached Quarantine Agreement. This agreement will go into effect on Thursday, March 26, 2020 at 6:00am.

CC Young residency agreements require compliance with CC Young rules and policies. Failure to comply with such rules and policies, <u>including this policy</u>, is a material violation of the residency agreement and a <u>basis for termination of the residency agreement</u>. In addition, CC Young will hold residents responsible for bringing COVID-19 onto the campus through violation of this policy, and will seek indemnification and defense of any claims that are traced to such noncompliance.

If, after adoption of this policy, a resident leaves CC Young he or she will be barred from returning to CC Young except in accordance with this policy. CC Young will only allow reentry if the resident signs the attached Quarantine Agreement, thereby agreeing to quarantine in his or her residence for at least seven (7) days, and related terms and conditions.

## **QUARANTINE AGREEMENT**

This Quarantine Agreement ("Ag	reement") is entered into between
(	"Resident") and CC Young Memorial Home d/b/a
CC Young ("CC Young"), effective upon 6	execution.

#### Recitals

**WHEREAS,** on March 25, 2020, CC Young implemented a policy prohibiting residents from departing from CC Young for any reason, unless the resident is willing to quarantine in his or her residence in accordance with this agreement; and

**WHEREAS**, CC Young has agreed to allow Resident to return to CC Young subject to the terms and conditions of this agreement.

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Resident agrees to remain in his or her residence for at least seven (7) days, with spouse as applicable, it being understood that there may be specific factors that necessitate a longer period, as determined in CC Young's sole discretion.
- 2. Resident agrees to take their temperature and report the results to the Administrator daily.
- 3. Resident agrees to be subject to such checks as CC Young deems appropriate prior to emerging from the quarantine period required under this Agreement.
- 4. Resident will await formal confirmation from CC Young that Resident's quarantine period has ended before leaving his or her residence.
- 5. During Resident's quarantine period, Resident will be prohibited from eating in the dining venues and therefore will have to order take-out delivery dining from CC Young's dining venues.
- 6. During Resident's quarantine period a Q7 form will be placed on your door, and normal, routine housekeeping, maintenance and technology services will be suspended other than emergency maintenance requests such as a toilet overflowing.
- 7. Any violation of this Agreement will result in immediate termination of Resident's residency agreement.

- 8. Resident agrees to indemnify, defend, and hold CC Young harmless from and against any liability stemming from Resident's violation of CC Young's Shelter in Place Policy, and Resident agrees to indemnify, defend and hold CC Young harmless from and against any liability stemming from Resident's failure to comply with this Agreement.
- 9. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.
- 10. This Agreement shall be enforceable in the State of Texas and subject to interpretation under the laws of the State of Texas.
- 11. In the event any provision is found to be unenforceable, it shall be severed from the remainder of the Agreement which shall continue in full force and effect.

DECIDENT

This Quarantine Agreement is hereby executed by the parties.

RESIDENT	
Name:	
Date:	
RESIDENT	
Name:	
Date:	
CC YOUNG MEMORIAL HOME D/B/A CC YOUNG	
By: Russell Crews Its: President & CEO	
Date	

# Acknowledgment

I have reviewed the attached CC Young Shelter in Place Policy and Quarantine Agreement. I understand and agree that upon returning to CC Young, I will be required to sign the Quarantine Agreement, to stay quarantined in my residence for at least seven (7) days, and otherwise comply with the terms of the Quarantine Agreement.

Resident	Resident
Printed Name:	Printed Name:
Date:	
	CC Young Memorial Home d/b/a CC Young
	Administrator:
	Date: