



# **Healthcare Center Medicare Resident Admission Agreement**

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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 the nursing and other care and services described herein 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 private room, skilled nursing services, three daily meals, linens/laundry service, housekeeping, and activity/social programs. CC Young may also, with Resident or Responsible Party’s consent, provide certain additional items and services that are not paid for by Medicare. Resident will be responsible for the full cost of those non-covered items or services that are required or requested by Resident. A list of available items and services not included in the Medicare payment, and 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 or designee of CC Young for any furniture or appliances that Resident proposes to install or use in the room he or she occupies, and shall remove the same upon any determination by the Administrator or designee that such furniture or 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 Healthcare Center, CC Young shall take such actions for the benefit of the Resident as appear appropriate under the circumstances.

### **2.4 Right of Management; Modification of Services**

CC Young has the right to manage the Healthcare Center and its other facilities. CC Young reserves the right to accept or reject any person for residence, subject to federal, state, and local laws. CC Young has the right, subject to applicable laws, to restructure, rename, increase or

decrease the size, or change the use of any part of CC Young's property or facilities as CC Young deems necessary and in the best interest of the operation of CC Young. Resident acknowledges and agrees that CC Young may, in its sole reasonable discretion, modify or discontinue one or more services described herein, and may restrict Resident's access to common areas and dining facilities, as deemed necessary to protect CC Young residents and staff in response to an emergency, including but not limited to a pandemic, epidemic, or other local outbreak of infectious disease, including the SARS CoV-2 "Coronavirus" or "COVID-19" pandemic. CC Young similarly reserves the right to modify or discontinue services to comply with state, local and federal orders. There shall be no abatement or reduction in fees, and CC Young shall not be responsible or liable for any failure or delay in the performance of its obligations which are caused, directly or indirectly, by forces beyond its control, including but not limited to acts of God, natural disasters, outbreak of disease, acts of terror or war, governmental acts, disruption to technology or utilities, ransomware or other unlawful third-party technology-based attacks that target or impact CC Young, failure of third-party vendors, or inability to obtain necessary materials or supplies. CC Young shall use reasonable efforts which are consistent with accepted practices in its industry to resume all services described in this Agreement as soon as practicable under the circumstances, which may include the use of substitute systems, services, or products on an interim or permanent basis, as deemed appropriate by CC Young.

### **III. PAYMENT**

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

Resident and Responsible Party agree to pay CC Young all Coinsurance (as herein defined), Non-Covered Service Charges (as herein defined), and other payments agreed upon during and related to Resident's stay in the Healthcare Center in accordance with the terms of this Agreement and in accordance with Medicare guidelines. Resident shall make prompt payment of all amounts due and owing to CC Young under this Agreement. The coinsurance amount at the time of Resident's admission to the Skilled Nursing Unit ("**Coinsurance**") 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, 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 ("**Non-Covered Service 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 incur fees at the then-current private pay rate for items and services provided to Resident during any period of ineligibility or noncoverage for Medicare or any other insurance coverage ("**Period of Non-Coverage**"). Resident shall be responsible for and shall timely pay all such fees. If any appeal of ineligibility is made by Resident and denied, Resident shall be responsible for and pay all fees incurred during such Period of Non-Coverage.

### **3.4 Annual Rate Increase and Other Fee Changes**

The prices of Non-Covered Service Charges described in this Agreement are subject to an annual rate increase. Revised rates go into effect on April 1st of each year. In addition, fees may change from time to time as may be required. CC Young will notify Resident or Responsible Party in writing at least sixty (60) days prior to the effective date of fee changes.

### **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 Payment Schedule; Method of Payment**

Resident will be billed monthly. Monthly invoices will itemize all amounts owed, including Coinsurance, Non-Covered Service Charges, any fees incurred during any Period of Non-Coverage, as well as any other fees incurred. Payment for all fees is due and payable within ten (10) days of Resident's receipt of the itemized invoice. CC Young reserves the right to charge a fee for any additional statements that Resident or Responsible Party requests CC Young to prepare. Resident agrees to pay all amounts due under this Agreement promptly when due, without any deductions and without any obligation on the part of CC Young to make any demand for the same. Invoices are sent on or after the 10<sup>th</sup> of the month.

Resident is strongly encouraged to use CC Young's Automated Clearing House ("ACH") direct draft service for the payment of Coinsurance, Non-Covered Service Charges, and any other payments incurred while residing at CC Young. If Resident chooses not to use ACH as the method of payment, he or she will make payment to the CC Young office in Dallas, Texas, or to such other person(s) as CC Young may designate in writing. If payment is late on two (2) occasions, Resident agrees to enroll in ACH withdrawals to ensure prompt payment going forward.

### **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 and Responsible Party agree 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 amounts incurred while residing at CC Young 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 satisfies all financial obligations under this Agreement and take such actions as are necessary to ensure that 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 ensure that Resident is fully compliant with all other requirements and obligations under this Agreement;
- 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;

- 5.1.5. Otherwise cooperate with CC Young and any third-party payor in determining the Resident's eligibility for benefits; and
- 5.1.6. Provide, upon admission and as updated, documentation evidencing Responsible Party's authority to act on Resident's behalf, including, if applicable, any current court order appointing a guardian and letters of guardianship.

## **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, as may be amended by Resident or Responsible Party in writing, 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 sole 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**

Resident will be responsible for the cost of any pharmacy products and supplies ordered by Resident's physician that are not paid for by 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; and
- 8.1.2. Physician's orders.

### **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 Security; Surveillance**

CC Young does not represent or warrant that the Resident's room, common areas, or any part of the premises owned by CC Young are secure from theft, loss of personal items (including jewelry, clothing, eyeglasses, or medical devices), or any other criminal act. Resident will immediately notify CC Young of any incident that causes Resident to believe he or she is in an unsafe environment.

CC Young may, at its option, utilize surveillance cameras in certain common areas, in locations determined by CC Young in its sole discretion. These cameras are not continuously monitored, do not store recordings in perpetuity, and recycle on a periodic basis. CC Young reserves the right to install, remove, and/or completely discontinue use of one or all such cameras.

### **9.2 Protection of Personal Property**

CC Young does not guarantee the safety or security of any property belonging to Resident against theft, mysterious disappearances, fire, or any other cause. Resident shall have the responsibility of providing any desired insurance protection covering any such loss, it being understood that the insurance carried by CC Young does not cover furniture or personal effects belonging to Resident and placed or maintained in the Resident's room. Resident is encouraged to purchase casualty or renter's insurance to cover potential damage to or loss of personal property. Resident is advised not to keep any item of value at CC Young, including cash, check books, or credit cards, and Resident agrees to not keep more than \$500 in cash or valuables at CC Young. Each room is equipped with a personal safe for Resident's exclusive use. **Resident agrees to securely store all valuables, cash and other similar items in the safe at all times, and to safeguard the safe code that Resident self-selects.**

### **9.3 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.

### **9.4 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 or designee 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 RULES AND GUI**

Resident understands that CC Young has shared common areas, and Resident agrees to honor all rules of courtesy and respect for others. Resident agrees to abide by and conform to CC Young's rules, regulations, handbook, policies, and procedures as they now exist and as amended from time-to-time (the "**Rules and Guidelines**"). Resident and Responsible Party acknowledge receipt of the current Rules and Guidelines, as set forth in Attachment A-3. Resident understands that failure to abide by such Rules and Guidelines may result in termination of this Agreement. Resident acknowledges and understands that his or her guests are subject to CC Young's rules and regulations, and if Resident's guests become disruptive to the operations of CC Young and/or are verbally or physically abusive to residents, CC Young employees, or others, CC Young may request that they leave the premises until their behavior is under control or may restrict their visitation. Where circumstances warrant, CC Young may exclude such individuals from its property.

CC Young reserves the right to make all determinations regarding Resident's admission and dismissal. At its sole discretion, CC Young will resolve any situation that is not provided for, either in this Agreement or by the Rules and Guidelines, and Resident expressly confers upon CC Young the right to make any and all such determinations.

## **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 ABSENT 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 the Healthcare Center;
- 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 Resident's stay.

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

If Resident exhausts or otherwise becomes ineligible for further Medicare benefits, a Period of Non-Coverage shall commence. CC Young may terminate this Agreement and, if Resident desires to remain at the Healthcare Center, require Resident to enter into a private pay nursing agreement with CC Young and pay the then-current private pay rates for services provided to Resident. If Resident desires to remain in the Skilled Nursing Unit at the Healthcare Center, Resident may additionally enter into a Comprehensive Extended Stay Addendum with CC Young. The termination of this Agreement pursuant to this Section 14.2 and/or the failure of the parties to execute a private pay nursing facility admission agreement, with or without a Comprehensive Extended Stay Addendum, shall not relieve Resident or Responsible Party of Resident's obligation to pay all amounts incurred while residing at CC Young. Resident will at all times remain obligated to pay then-current private pay rates for items and services provided during any Period of Non-Coverage.

#### **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**

For each month in which Resident's account is not paid in full by the twentieth (20th) day of the month in which it is due, CC Young may assess a late payment charge on the outstanding balance of the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by law, until paid. This amount will automatically be assessed on the seventh (7<sup>th</sup>) day after payment is not made if all fees and charges are not paid in full, and is payable in addition to any and all other charges Resident owes to CC Young. CC Young reserves the right to deduct late payment charges from Resident's Entrance Fee Refund, if any. If Resident fails or refuses to pay the amounts charged under the terms of this Agreement and Resident's account is subsequently referred to an attorney or collection agency, Resident agrees to pay, without limitation, all charges, expenses, court costs and attorneys' fees incurred by CC Young attributable to collection.

### **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 or ACH**

The Resident and Responsible Party will reimburse CC Young for any bank charges arising from checks or ACH transactions 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 at any time. 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**

CC Young may, at its sole discretion, dispose of any or all of Resident's property that is not removed from CC Young's property within three (3) business days after the death of the Resident or Resident's permanent departure from the Healthcare Center for any reason. Resident, Resident's estate, or Responsible Party will pay CC Young a \$500 fee to dispose of such property ("Disposal Fee"). Resident or Resident's estate will hold harmless, indemnify and defend CC Young against any claims related to such disposition of Resident's personal property held by Resident's heirs, relatives, creditors, legal representatives, or others who present a claim to such 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 Policy**

Unless Resident or Responsible Party directs otherwise, as set forth in CC Young's Bed Hold Policy, CC Young will reserve the Resident's bed during his or her temporary absence from CC Young provided the Resident or the Responsible Party continues to pay the Routine Services Daily Rate when due in accordance with CC Young's normal billing processes. If Resident's charges are not paid during Resident's absence, CC Young has the right to terminate this Agreement.

### **18.2 Readmission Following Temporary Absence**

If Resident or Responsible Party fails to pay the Routine Services Daily Rate when due in accordance with CC Young's normal billing processes, or if Resident or Responsible Party requests that CC Young no longer reserve a bed and removes Resident's possessions from Resident's room, this Agreement will terminate and CC Young will not be obligated to reserve a bed for the Resident. In such circumstances CC Young will nevertheless readmit the Resident to his or her previous room, if available, or immediately upon the first availability of another room, if CC Young determines that the Resident requires the services provided by the facility.

## **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 provides services and amenities on a non-discriminatory basis, affording equal treatment and access to services to all persons regardless of race, color, national origin, religion, age, sex, or disability. Resident may request a reasonable accommodation to a CC Young policy by contacting the Administrator or designee at any time. CC Young respects all religious faiths.

## **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 or designee. Resident must then provide the Administrator or designee 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 or designee will review the information submitted pursuant to this Section 20.2, and Resident must have approval from the Administrator or designee 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 or designee.

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 or designee 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 or designee 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 or designee in advance if any PDP is to access Resident's Residence while the Resident is away; and

20.3.5 Notify the Administrator or designee 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.

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.

## **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 or actual 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 Assignability; No Third-Party Beneficiaries**

Resident's rights under this Agreement are personal to Resident and cannot be transferred or assigned. In connection with the transfer of the ownership of CC Young or any part thereof, CC Young may assign all of its rights and obligations under this Agreement to an assignee who agrees to assume the obligations arising under this Agreement without the need to obtain Resident's consent in any fashion. Upon such an assignment, CC Young will be released from all further obligations arising under this Agreement and Resident agrees to look solely to the assignee for enforcement of any of his or her rights under this Agreement on and after the effective date of such assignment. 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**

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

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

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

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

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

## **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**

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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	Statement of Resident Rights (HHSC Publication)
A-3	CC Young's Rules and Regulations Governing Resident and Family Conduct and Responsibilities
A-4	CC Young's 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 Restraints 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**

---

Signature

---

Printed Name

---

Date

**RESPONSIBLE PARTY**

---

Signature

---

Printed Name

---

Date

**EXHIBIT C**

**Medicare Secondary Payer Screening Form**

[See Attached]