

STATE OF ALABAMA

COUNTY OF MOBILE

CONTRACT

THIS CONTRACT, made and entered into on this the 26th day of March 1967
19 67, by and between Twin Oaks Nursing Home, Inc.
a rest or nursing home, hereinafter called the Home, acting by and
through Harold Mills, as its Administrator, party
of the first part, and Viola Bryars, the patient, and/or
Thomas O. Bryars, Jr. the sponsor, parties of the second part.

WITNESSETH:

THAT, for and in consideration of the hereinafter set forth mutual covenants, agreements, promises and stipulations by and between the parties hereto, the said parties hereby agree as follows:

THE HOME AGREES:

1. To provide the patient with the following basic services:
 - (a) Lodging, board, linens, general nursing care; and
 - (b) Personal services as may be necessary for the health, good grooming, cleanliness, safety and well being of the patient; and
 - (c) Minor Medication, such as aspirins, laxatives, etc.
2. To obtain for the patient at such times as may be considered necessary by RN or LPN in charge the services of a licensed physician of the patient's choice, or in the event a personal physician has not been so designated, or is not available, the services of a licensed physician, selected by the party of the first part, and such medications as the physician may prescribe. Any call for a physician, not considered necessary by RN or LPN in charge must be made by the family or sponsor with Home or employee having no responsibility of any kind.
3. To arrange for the transfer of the patient to a hospital when the attending physician so orders, and to notify the sponsor of such transfer.
4. To keep an itemized record of all funds received and spent for the use or benefit of the party of the second part, whether such funds come from public or private sources, when the party of the second part has authorized in writing the receipt and handling of such funds.
5. To acquaint the patient or sponsor with the rules and regulations of the Home, and to make known any changes in said rules and regulations.

THE PATIENT AND/OR THE SPONSOR AGREES:

1. The patient will at all times comply with the rules and regulations of the Home to the best of his or her mental and physical capacity; and will obey the requests and instructions of the Home personnel; and,
2. To provide the patient with sufficient clothing and personal articles suitable to his or her needs, and in accordance with the requirements of the seasons (as to public assistance patients, see Patient's Personal Check on Page 2); and,
3. To provide the patient with individual spending money to defray the cost of such personal necessities as may be needed or desired by the patient (as to public assistance patients, see Patient's Personal Check on Page 2); and,
4. To pay the cost of transferring the patient to a hospital or similar institution when such removal is ordered or recommended by a physician, or in an emergency when such removal is required for the safety and well being of the patient. If an emergency removal is made, a patient or sponsor must approve the removal within twenty-four (24) hours after such removal occurs.
5. That in cases where representatives of the Home are required to employ legal counsel to recover money due under this contract, all rights of exemption under the Constitution and laws of the State of Alabama are hereby expressly waived by the patient and sponsor, their administrators, executors, heirs and assigns, and they also expressly waive demand, notice, and protest, and further agree to pay all costs and expenses as may be required by the Home, together with reasonable attorney's fees.

COMPENSATION TO BE PAID TO THE HOME:

The patient, sponsor, or sponsors will pay monthly and the Home will accept in full consideration for the care and services provided in the agreement and the following itemized costs:

1. Basic Services (room, board, and bed clothing, routine nursing care and personal services) \$ 275.00
- To be Paid as follows:
- a. Individual or Family (private funds) \$ 125.00
- b. Vendor payments through Pensions and Security paid direct to Home in behalf of patient \$ 122.00
- c. Social Security \$
- d. Pensions \$
- e. Patients Personal checks from D.P.S. (if applicable) \$ 25.00
- f. Other (Specify) \$
- Total \$ 550.00

2. Allowance for spending money: \$
3. Write in Method of payment for following:
- a. Medications:
- b. Physician:
- c. Special nurses, aides, sitters, or orderlies:

PATIENT'S PERSONAL CHECK FROM DEPARTMENT OF PENSIONS AND SECURITY:

The patient or his legal guardian knows that he has a right to say how his own check is used. If there is a legal guardian, the check will be mailed to him for handling. If there is no legal guardian, the patient says that his monthly check from the Department of Pensions and Security shall be (indicate choice by checking one):

- a. Given to patient without the Home assuming any responsibility:
- b. Endorsed by patient and used by Home for medications or basic services:

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. The patient may leave the premises of the Home at will. However, he or she may be reasonably and properly restricted to quarters if, in the opinion of the attending physician, such restriction is necessary for the safety and protection of the patient or for the safety and protection of other patients due to his or her mental and/or physical condition. In the event it becomes necessary to restrict the patient, the Home will notify the sponsor immediately.

2. The parties hereto agree that this contract shall include the rules, regulations and standards of Nursing Homes as promulgated by the Alabama State Board of Health, as if the same were herein set out in full, and the parties hereto shall abide and be governed by said rules of said State Board of Health, together with the within contract. If this contract is found by any court or lawfully constituted body to be in violation of said rules, regulations, and standards, then this contract is to be deemed amended so as to comply with said rules, regulations, and standards.

TWIN OAKS NURSING HOME, INC.

Witness:

By: Harold Mills
The Home
Its Administrator

Patient

Thomas A. Bryant
Sponsor

NAME
ADDRESS

SHEET NO.

RATING

CREDIT LIMIT

A

P+S 122.00

DATE	FOLIO	DEBIT	CREDIT	BALANCE	OLD BALANCE
4-10-67	B	39.50 thru 4-15		397.65	
4-19-67		send second statement			
5-1-67	B	40.70 thru 4-30		438.64	
5-1-67	A May	275.00		713.64	
5-7-67			109.70	823.34	
5-18-67			25.00	848.34	
5-19-67			122.00	970.34	
5-31-67	B May	31.34		938.99	
5-31-67	D May	38.32		900.67	
5-31-67		275.00		625.67	
5-31-67		5.00		620.67	
5-31-67	C May	5.00		615.67	
6-1-67	A June	54.90		560.77	
6-9-67			184.70	745.47	
6-9-67	D June	6.49		738.98	
6-2-67			25.00	763.98	
6-22-67			122.00	885.98	
6-4-67		sent second statement		885.98	
7-21-67			7.00	892.98	

TWIN OAKS NURSING HOME, INC., : IN THE CIRCUIT COURT OF
A Corporation, : BALDWIN COUNTY, ALABAMA
Plaintiff, :
VS: : AT LAW
THOMAS O. BRYARS, JR. :
Defendant : CASE NO. 7725

COUNT ONE

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTY-FOUR AND 29/100 (\$254.29) DOLLARS damages for the breach of an agreement entered into by him on to-wit, March 26, 1967 in substance as follows:

The Plaintiff by said agreement agreed to provide Viola Bryars, a patient, with lodging, board, linens, general nursing care and in substance nursing home services and medication and the Defendant agreed to pay the cost of the services rendered under said contract.

And the Plaintiff says that although it has complied with all the provisions on its part, the Defendant has failed to comply in that the Defendant has failed and refuses to make payment to the Plaintiff of the cost of the reasonable services rendered pursuant to the terms of said contract. Plaintiff further avers that by said contract the Defendant did waive all rights of exemption under the constitution and laws of the State of Alabama, and did further agree to pay a reasonable attorney's fee, which said fee Plaintiff avers to be in the amount of Fifty and 00/100 (\$50.00) Dollars.

Wherefore Plaintiff claims judgment against the Defendant for the total sum of THREE HUNDRED FOUR AND 29/100 (\$304.29) DOLLARS, all with waiver of exemptions as to personal property.

COLLINS, GALLOWAY & MURPHY

BY: 

Fred G. Collins
ATTORNEYS FOR PLAINTIFF

Defendant's Address:

Route 1, Box 79A

Daphne, Alabama

FILED

SEP 7 1967

209

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7725

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonThomas O. Bryars, Jr.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed

in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

.....Thomas O. Bryars, Jr....., Defendant.....

byTwin Oaks Nursing Home, Inc., A Corp.....

....., Plaintiff.....

Witness my hand this.....7th.....day of September 1967.....

.....*Alice J. Luck*.....Clerk

Ex 9-11-67

710

No. 7725

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

TWIN OAKS NURSING HOME, INC.,

A CORP.

Plaintiffs

vs.

THOMAS O. BRYARS, JR.

Defendants

SUMMONS AND COMPLAINT

Filed SEP 7 1967

SEP 7 1967 Clerk

ALICE J. DUCK

CLERK
REGISTER

Collins, Galloway & Murphy

P. O. Box 4492
Mobile, Ala.

Plaintiff's Attorney
Defendant's Attorney

Defendant lives at

Route 1, Box 79A

Daphne, Ala.

RECEIVED
Received In Office

SEP 7 1967 19

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this Sept 11 1967

by leaving a copy with

Thomas O. Bryars Jr.
Daphne

Sheriff claims 54 miles at
Total 540
TAYLOR WILKINS Sheriff
Ray Randall Deputy Sheriff

Taylor Wilkins Sheriff
Ray Randall Deputy Sheriff

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW
958 DAUPHIN STREET
MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
JAMES H. LACKEY

September 6, 1967

P. O. Box 4492
TELEPHONE
432-0568
AREA CODE 205

Mrs. Alice Duck
Clerk, Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Twin Oaks Nursing Home
vs: Thomas Bryars

7725

Dear Mrs. Duck:

We enclose herewith original and two copies of
suit in the referenced case. Would you please advise
that this has been filed.

Sincerely yours,

COLLINS, GALLOWAY & MURPHY

BY:


Fred G. Collins

FGC/brm

Encls.