



NW SENIOR RESOURCES

Memorandum of Understanding – Resident Placement Agreement

Re: Housing Referral for: _____

This Memorandum of Understanding (Agreement) outlines the role of NW Senior Resources (NWSR) in helping you (Client) search and select senior housing for yourself or a loved one (the Potential Resident). Please review the Agreement and speak with your NWSR Consultant if you have questions or need clarification.

- 1. SERVICES.** NWSR will assist Client in locating appropriate Senior Housing Options for the Potential Resident. NWSR will research options, schedule tours on Client’s behalf, and whenever possible and appropriate, accompany Clients on tours. NWSR will also act as a liaison between the Senior Housing Providers and the Client.
- 2. NWSR’S ROLES AND RESPONSIBILITIES.** In connection with above services, NWSR agrees to:
 - a. Act in Potential Resident’s best interest.** NWSR will act in the best interest of the Potential Resident, taking into account the Potential Resident’s care needs (if any), finances, geographic location, social desires, and other relevant criteria.
 - b. Keep Current.** NWSR, through its agents and employees, will preview Senior Living Options, review public disclosure files, and keep abreast of current information regarding the Senior Housing Providers in the Portland metro area.
 - c. Remain the Point of Contact.** NWSR will act as the point of contact with the Senior Housing Providers on behalf of the Client until Client gives NWSR authorization to provide Client and/or Potential Resident’s contact information to the Potential Resident’s Senior Housing Provider(s) of choice.
- 3. CLIENT’S ROLES AND RESPONSIBILITIES.** By entering this Agreement, Client, agrees to:
 - a. Disclose Information to NWSR.** Client will provide all known information relating to the Potential Resident’s care needs (Activities of Daily Living), health, abilities, and finances.
 - b. Work Exclusively with NWSR.** Client will not work with other referral agencies while engaged with NWSR. This includes local referral agencies; on-line search engines such as A Place for Mom, Caring.com, and Senior Housing.net; and other websites that require the personal information of the Potential Resident.
 - c. Allow NWSR to be the Point of Contact.** Client agrees not to initiate contact with Senior Housing Providers. Client agrees to speak with NWSR about any options they are interested in, rather than contacting the Senior Housing Provider directly. Client will advise friends and family who may be assisting in the search for Senior Housing Options that Client has entered into this Agreement with NWSR.
 - d. Give NWSR Consent to Disclose.** Client agrees that NWSR may disclose Potential Resident’s information to Senior Housing Providers; including finances, health, care

needs, Activities of Daily Living (ADLs), and other information to help determine the appropriateness of the Senior Housing Option for the Potential Resident.

4. FEE DISCLOSURE. NWSR receives a fee paid by the Senior Housing Provider after a successful move-in of a Potential Resident. If Client searches for Senior Housing Options outside this Agreement, NWSR reserves the right to charge Client a \$250 consulting fee.

5. LIMITATIONS OF LIABILITY.

- a. NWSR will make every effort to protect the Client’s confidential information. NWSR does not warrant or guaranty any Senior Housing Provider’s compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. NWSR is not responsible for acts of negligence, recklessness, or unlawful acts by any Senior Housing Provider, their agents, or employees. NWSR does not warrant or guarantee the skills, competence, or continued compliance with the law by any Senior Housing Provider.

6. MISCELLANEOUS PROVISIONS.

- a. **Assignment.** This Agreement is binding on all heirs, successors, agents, trustees, and personal representatives. Assignments shall not limit the rights of NWSR as outlined in this Agreement.
- b. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon.
- c. **Electronic Signatures.** This Agreement may be signed electronically in parts with each part acting as the original.

7. DEFINITIONS.

- a. **Senior Housing Option.** The housing alternatives available to the Potential Resident, which may include one or more of the following: Assisted Living Community, Nursing Home, Skilled Nursing, Residential Care Facility, Memory Care Community, Independent or Retirement Housing, In-home Care, and Adult Care Home.
- b. **Senior Housing Provider.** The person or company who operates or manages a particular Senior Housing Option.
- c. **Potential Resident.** The person who will be moving to senior housing.
- d. **Client.** The person assisting the Potential Resident in finding senior housing.
- e. **Activities of Daily Living (or ADLs).** ADLs include grooming, bathing, using the bathroom, ambulation, feeding oneself, and transferring from bed or chair.

We look forward to working with you.

Dated this _____ day of _____, 20__

by: _____
Client Signature Printed Name

by: _____
NWSR Consultant Signature Printed Name