



NW SENIOR RESOURCES

**Client Agreement
DHS Registry #1023**

Re: Housing Referral for: _____

This Client 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. Description of 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.

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 make every effort to 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; and other websites that require the personal information of the Potential Resident.
- c. Allow NWSR to be the Point of Contact.** Client understands NWSR needs to be the first point of contact to any Senior Housing option. 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.
- c. Client and/or client’s representative recognizes and acknowledges that he/she may choose to voluntarily travel in a motor vehicle driven by NWSR’s staff (officers, members, managers, employees, or contractors) when touring senior communities. Client or client’s representative agrees to assume all risks associated with this travel and agrees to absolve, exonerate, and hold harmless NWSR and its staff from liability for any harm or injury resulting from travel.

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

AUTHORIZATION TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION

I hereby authorize **NW Senior Resources** to disclose specific information regarding

_____ (person needing care) to senior housing providers for the limited purpose of finding appropriate housing for (check all that apply):

- _____ Myself
- _____ A person for whom I am a Power of Attorney
- _____ A person for whom I am a Healthcare Representative
- _____ A person for whom I am a Guardian/Conservator
- _____ Other _____

Disclosed information may include:

1. Medical information provided by myself, family members (including the person needing care), medical staff, hospital staff, information collected from a representative of NW Senior Resources based on an onsite evaluation, notes of any communication to or from any person, correspondence, records received from others.
2. Basic financial information as it relates to an ability to pay privately for care services/housing.

If the information to be disclosed contains any type of records or information listed below, additional laws relating to the use and disclosure of the information may apply. I understand and agree that this information will be disclosed if I place my initials in the applicable space next to the type of information:

- _____ Mental health/Counseling
- _____ Drug/alcohol diagnosis, treatment, or referral
- _____ Medical or recreational marijuana use
- _____ Human Immunodeficiency Virus/AIDS

REDISCLASURE: I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure and no longer be protected under federal law.

PROVIDER INFORMATION: I understand that I do not need to sign this authorization. I understand that if I refuse to provide all the information to NW Senior Resources and/or a senior housing community, they may not be able to provide an adequate assessment of my needs.

REVOCAATION: I understand that I may revoke this authorization in writing at any time. If I revoke my authorization, the information described above may no longer be used or disclosed for the purposes described in this written authorization. Any use or disclosure already made with my permission cannot be undone. To revoke this authorization, I will send a written statement to NW Senior Resources at julie@nwseniorresources.com, and state that I am revoking this authorization.

I agree to this authorization on this ____ Day of _____, 20____. By

Signature: _____

Printed Name: _____



Long-Term Care Referral Agent Disclosure and Advisory Form

Agent Business Information

Agent's Business Name: NW Senior Resources
Address: P.O Box 68709, Milwaukie, Oregon 97268
Telephone: (503) 807-7778
Email: Julie@nwseniorresources.com

General Information for Oregon Consumers

This Advisory provides a list of disclosures which Long-Term Care Referral Agents must provide to clients and offers additional information for consumers seeking assistance finding long-term care options.

Mandated Disclosures

Oregon law requires a Long-Term Care Referral Agent to make the following disclosures to a client:

1. **Description of the referral.** The types of facilities being referred to the client, may include the following: All licensed senior housing providers as well as independent living communities
2. **Limitations on referrals.** There will be no restrictions
3. **Referral fees.:** NW Senior Resources receives a fee paid by the Senior Housing Provider after the successful move-in of a potential resident. If a Client searches for Senior Housing Options outside of our Client Agreement (copy attached), NW Senior Resources reserves the right to charge Client a \$250 Consulting fee.
4. **This Referral Agent's right to a referral fee expires if the client does not move in to a referred facility within a specified period from the time of the referral:** No
5. **Privacy Policy.** This Referral Agent's privacy policy is found at the following web link <https://nwseniorresources.com/wp-content/uploads/2018/07/Privacy-Policy-7-2-18.pdf>

6. **Facility Complaint History.** The Department of Human Services (DHS) website listing complaints concerning facilities/care communities is found at: <https://ltclicensing.oregon.gov> and Multnomah County's website listing for complaints concerning care homes is found at: <https://www3.multco.us/AdultCareOptions/Home/HowToCheckTheComplaintHistory>.

Authorization to Share Placement Information

I authorize this Referral Agent to share my placement information with the facilities to which I will be referred.

Receiving Individual – (electronic) Signature

Date

Receiving Individual – (electronic) Printed Name



Department of Human Services
Long Term Care Referral Agent
Certificate of Registration

NW Senior Resources
Julie Ouellette
PO Box 68709
Milwaukie, OR 97268

Issued: 7/11/2018
Expires: 7/11/2020
Certificate #: 1023

A certificate of registration does not constitute recommendation or endorsement of the referral agent by the Department of Human Services, and this registration does not evidence the accuracy or completeness of the information set forth in the disclosure statement.

This Certificate is not transferable