

# N.A.T.I.V.E. PLACEMENTS

## Disclosure of Coordination and Advisor Referral Agreement

This is an Agreement between N.A.T.I.V.E. Placements and the Client (individual, family and/or entity requesting placement service), and is effective immediately with acknowledgment of this Disclosure. N.A.T.I.V.E. Placements refers clients to retirement living Resources and elder care options.

N.A.T.I.V.E. Placements provides personalized services to clients, their family members or legal representatives who are looking for Retirement living Resources and/or elder care options. The relationship is at-will, and the client may terminate the relationship with written notice at any time.

We make referrals to:

- Independent Living Communities
- Assisted Living
- Memory Care
- Board and Cares
- In-Home Care agencies

The referrals are based on information from the intake assessment form and client/family history and includes health history, personal preference, care needs, and financial abilities. Intake assessment form information is handled with care and information confidentiality law.

Clients will comply with all the provisions of placement, referral, and/or care coordination consultation services and all other applicable statutes.

Client is an equal opportunity consumer and does not discriminate against employees on the basis of race, color, religion, gender, gender identity, sexual orientation, marital or civil status, age, national origin, disability, or veteran status.

Information will be requested only for the company and/ or Client's exclusive use. Neither Client, nor its authorized representatives, will request client personal and or medical reports for any other use than a use authorized by law and necessary for business purposes, and agrees to use the information provided in a manner that is consistent with all state and federal laws governing the use of such information.

N.A.T.I.V.E. Placements and Client will make every reasonable effort to safeguard and secure all information provided, as well as all supporting documentation. All client information will be held in strict confidence, except to the extent permitted by law. Reports on employees will be requested only by Client's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties N.A.T.I.V.E. Placements will not disclose client personal information to the subject of the information except as permitted.

This document will act as a medical release of information and will only be shared with providers related to admission and or care services.

N.A.T.I.V.E. Placements partners are not considered providers and will not be liable or responsible for the acts or omissions of a retirement living resources, housing, and/or care provider.

**Indemnification:** Agency shall not be liable for any acts or omissions of a Community, facility, organization, Domestic Worker. Client/ POA hereby agrees to indemnify, defend and hold harmless Agency, including their agents and its officers, directors, members, employees, successors, affiliates, their respective heirs, personal representatives, any and all persons, firms or corporations, all persons, liable or who might be claimed to be liable, and assigns from any and all causes of action, obligations, disbursements, losses, liabilities, deficiencies, penalties, interest, claims, damages, death, injury, actions, suits, causes of action or suits of any kind or nature whatsoever, proceedings, payroll taxes, settlements, judgments, costs, and expenses (including reasonable attorneys' fees) which I now have or may hereafter have, arising out of, in connection with, or in any way relating to any and all injuries, death, and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, or incidental to contracting with a referred community, facility, business, organization, Domestic Worker under any and all circumstances. The scope of this duty to indemnify, defend, and hold harmless specifically includes, but shall not be limited to, all claims for damages, minimum or overtime wages, back pay, front pay, breach of contract, discrimination, harassment, libel, slander, misclassification of any person as independent contractor, and/or pre- and post-judgment interest. This paragraph shall survive the termination of this Agreement.

N.A.T.I.V.E. Placements represents both the Resident and the retirement living and/ or elder Care Provider. Retirement Living and Elder Care Provider pays us a referral fee for clients that choose to use their services. Referral fees are charged according to individual contracted terms with Retirement Living and Elder Care

Provider and are due from providers after the client takes financial responsibility. Referral fees cannot be passed onto the client. This is stated in the contract we have with the Retirement Living and Elder Care Provider. Refunds to Retirement Living and Elder Care Provider are given if a client passes away, is hospitalized, or is transferred to a setting with a more appropriate level of care within the first 30 days of admission as agreed upon in the contract.

N.A.T.I.V.E. Placements partners will refer only to vetted community organizations. The Retirement Living and Elder Care Providers are required per our contract to update us regularly on the status of their facility license and state inspections outcomes.

### **NATIVE PLACEMENTS AGENCY AGREEMENT**

We appoint N.A.T.I.V.E. Placements to represent us in the search of long-term care, housing, and services. This agreement creates an agency relationship with N.A.T.I.V.E. Placements and the Client. This agreement supersedes any and all other agreements that might have been implied verbally, in writing or with an internet search.

**Terms.** This agreement will expire after one year of service start date. Client shall be under no obligation to N.A.T.I.V.E. Placements except for those obligations existing at the time of termination or completion of securing long term care and/or housing. **Warranties.** N.A.T.I.V.E. Placements makes no warranties or representation regarding the suitability or care of any referrals to Retirement Living Communities, Elder care services, and Care Provider. The client agrees to be responsible for conducting all investigations necessary to satisfy the suitability of said services. **Fees.** Placement and Referral Services are free to all clients and their families. Additional consulting services are available for clients at their request for \$200/hr.

**Medicaid Clients.** N.A.T.I.V.E. Placements partners cannot collect a referral fee for Medicaid clients, only for the private-pay portion of the stay and care, and/or for services requested by client's family or representative based on prior arrangements for services for private pay.

**Complaints.** Each California county is required to maintain an APS agency to help elder adults (65 years and older) and dependent adults (18--64 who are disabled), when these individuals are unable to meet their own needs, or are victims of abuse, neglect or exploitation. **To report abuse,** call this number 1-833-401-0832 and

when prompted enter your 5-digit zip code to be connected to the Adult Protective Services in your county, 7 days a week, 24 hours a day.

Authorization: I certify that this request has been made freely, voluntarily and without coercion and that the information provided to N.A.T.I.V.E. Placements partners is accurate and complete to the best of my knowledge. I understand that I can revoke my authorization at any time in writing. I hereby accept the Disclosure of Services and I Agree with all terms above, and I acknowledge receiving the N.A.T.I.V.E. Placements Disclosure of Services and Agency Agreement.

Client's Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

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

Client's Representative Name: \_\_\_\_\_

Client's Representative Signature: \_\_\_\_\_

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