



CLIENT SERVICES AGREEMENT

SENIOR LIVING COMMUNITY REFERRAL AND PLACEMENT SERVICES

This Client Services Agreement (this “Agreement”) is made by and between GOLDEN YEARS CONCIERGE LLC dba, Golden Heart Senior Placement, a senior living community referral agency organized under the laws of the State of Nevada, together with its owners, officers, employees, and authorized agents (collectively, the “Agency”), and an individual seeking senior living placement services (the “Client”), and, where applicable, the Client’s Authorized Representative. The Client, Client’s Authorized Representative and Effective Date are identified in the signature section below. The Agency and the Client are each a “Party” and together the “Parties.”

RECITALS

WHEREAS, the Agency operates as a “senior living community referral agency” as that term is defined in NRS 449.0181, meaning a person who refers persons who are aged to senior living communities for a fee, and is subject to the requirements of NRS Chapter 449, including NAC 449.27818, NRS 449.0305, NRS 449.114 and NRS 449.1145;

WHEREAS, the Agency provides referral and placement-facilitation services connecting the Client with licensed assisted living facilities, residential facilities for groups, and other senior living communities (each, a “Facility” or “Community”) that may meet the Client’s stated preferences and care needs;

WHEREAS, the Agency is compensated by the Facility to which the Client is referred and admitted, and not by the Client, as more fully disclosed in Article 7; and

WHEREAS, the Client desires to engage the Agency to provide such referral and placement services, and the Client (or the Client’s Authorized Representative) has read, understands, and consents to the terms of this Agreement, including the statutory disclosures required by NRS 449.114.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

“Agency” means the senior living community referral agency identified above, and its owners, executives, employees, and authorized agents.

“Authorized Representative” means a person who is legally empowered to act on the Client’s behalf, including an agent under a valid durable or health-care power of attorney, a court-appointed guardian, or another person with legal authority to make placement, health-care, or contractual decisions for the Client.

“Facility,” “Community,” or “Senior Living Community” means a home for individual residential care, residential facility for groups, facility for intermediate care, facility for skilled nursing, assisted living facility, retirement home or village that primarily provides services to persons who are aged, or any other group housing arrangement that provides assistance, food, shelter, or limited supervision to persons who are aged, consistent with NRS Chapter 449.

“Placement” means the Client’s admission to, or execution of a residency or admission agreement with, a Facility to which the Agency has referred the Client.

“Protected Health Information” or “PHI” means individually identifiable health information as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. Parts 160 and 164 (collectively, “HIPAA”).

“Referral” means the Agency’s identification and recommendation to the Client of one or more Facilities that may meet the Client’s stated needs and preferences.

ARTICLE 2. SCOPE OF SERVICES

2.1 Nature of Services.

The Agency is engaged solely as a referral and placement-facilitation service. Within the scope of this Agreement, the Agency shall:

- a) Pursuant to NAC 449.27829 Responsibilities of referral agency. The Agency shall:
 - i. Complete a needs assessment and financial assessment for each client and make referrals for services that would best meet the physical, psychosocial and financial needs and wishes of the client; and
 - ii. Submit to the Community to which the client is referred to a copy of the needs assessment completed by the referral agency for the client.
- b) identify and recommend one or more licensed Facilities that may be appropriate to those stated needs;
- c) provide the Client with information regarding such Facilities;
- d) coordinate and, at the Client’s election, accompany the Client or the Authorized Representative on tours of Facilities; and
- e) communicate and facilitate arrangements between the Client and prospective Facilities as set forth in Article 4.

2.2 Not a Medical, Legal, or Financial Advisor.

The Agency is not a medical provider, health-care professional, licensed nurse, physician, attorney, accountant, financial planner, or fiduciary, and provides none of those services under this Agreement. Nothing the Agency provides constitutes medical advice, diagnosis, treatment, care planning, legal advice, tax advice, or investment or financial advice. The Agency does not evaluate the medical appropriateness of any Facility for the Client; the determination of clinical appropriateness rests with the Client, the Client’s physicians and health-care providers, and the admitting Facility. The Client is encouraged to consult independent medical, legal, and financial professionals before making any Placement decision.

2.3 Compensation by Facility.

The Client acknowledges and understands that the Agency is compensated by the Facility to which the Client is referred and admitted, and not by the Client. This compensation structure, and the conflicts of interest that may arise from it, are disclosed in Articles 7 and 8. Because the Agency receives compensation only upon a successful Placement, the Agency has a financial incentive that the Client should consider when evaluating any Referral. The Client remains free at all times to select any Facility, including a Facility not referred by the Agency, and to decline any Referral without cost or obligation.

2.4 Services Not Included.

The Agency does not provide transportation (except as expressly arranged), personal care, custodial care, medical care, guardianship, money management, bill-paying, or property-management services. The Agency will not hold, manage, or take custody of the Client's funds or property, and will not serve as the Client's attorney-in-fact, consistent with NRS 449.1145(1)(b).

ARTICLE 3. REGULATORY STATUS AND STATUTORY DISCLOSURES

3.1 Registration and Governing Law.

The Agency operates as a senior living community referral agency subject to NRS Chapter 449, including the registration requirements administered by the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services (the "Division"), and the disclosure, prohibition, and duty provisions of NRS 449.114 and NRS 449.1145, together with any regulations adopted by the Division pursuant to NRS 449.1147. The Agency represents that it maintains the liability insurance required by NRS 449.1145(2)(b) and conducts the criminal background investigations required by NRS 449.1145(2)(a) for employees who directly interact with the Client.

3.2 Statement of Services and Contact Information (NRS 449.114).

In satisfaction of NRS 449.114(1)(a), the Agency discloses to the Client, before any Referral: (a) a description of each service the Agency is able to provide, as set forth in Article 2; (b) the Agency's contact information, including its telephone number, as stated in the signature block and the Agency's records; and (c) the address of the Internet website on which the Agency maintains the privacy policy required by NRS 449.1145(2)(f). The Client's execution of this Agreement constitutes the written consent to provide Referrals required by NRS 449.114(1)(b).

3.3 Fee-Responsibility Disclosure (NRS 449.114(1)(a)(5)).

The Agency discloses that the Facility—not the Client—is responsible for paying the applicable referral fee. The Client is not responsible for, and shall not be charged, any referral fee for the services provided under this Agreement. Should any circumstance ever arise in which a fee would be payable by the Client, the Agency shall separately disclose the amount of that fee in writing and obtain the Client's written consent before the fee is incurred. This is discussed in more detail in Article 7.

3.4 Record Maintenance (NRS 449.114(2)).

The Agency shall maintain a record of the disclosures and consent reflected in this Agreement for not less than three (3) years after the date provided and shall provide a written copy of the disclosure statement, upon request, to the Client, the Authorized Representative, or the Facility to which the Client was referred, in accordance with NRS 449.114(2)–(3).

3.5 Prohibited Activity.

Pursuant to NRS 449.0305 the Agency provides referrals to residential facilities for groups and certain other group housing arrangements:

As the Agency is licensed pursuant to this section or an employee of such an Agency shall not:

- (a) Refer a person to a residential facility for groups that is not licensed.
- (b) Refer a person to a residential facility for groups or any other group housing arrangement described in subsection 1 if the business or its employee knows or reasonably should know that

- the facility or other group housing arrangement, or the services provided by the facility or other group housing arrangement, are not appropriate for the condition of the person being referred.
- (c) Refer a person to a residential facility for groups or any other group housing arrangement described in subsection 1 that is owned by the same person who owns the business.

ARTICLE 4. LIMITED AGENCY AUTHORIZATION (POWER TO ACT)

4.1 Grant of Limited Authority.

The Client hereby authorizes and appoints the Agency as the Client's limited, non-exclusive representative for the sole and limited purpose of facilitating senior living placement. Within this limited scope, the Client authorizes the Agency to: (a) communicate and correspond with prospective Facilities and their representatives on the Client's behalf; (b) inquire about and request information regarding availability, services, levels of care, pricing, and admission requirements; (c) present the Client's needs, preferences, and relevant information to prospective Facilities; (d) discuss and negotiate proposed placement terms, pricing, and move-in arrangements on the Client's behalf; and (e) schedule assessments, tours, and move-in logistics.

4.2 Express Limits on Authority.

The authority granted under Section 4.1 is expressly limited and does NOT authorize the Agency to: (a) execute any admission agreement, residency agreement, lease, financial obligation, or contract on the Client's behalf; (b) make final placement decisions, which are reserved exclusively to the Client or the Authorized Representative; (c) make health-care decisions for the Client; (d) hold, receive, manage, or take custody of the Client's funds or property; or (e) act as the Client's attorney-in-fact or hold any power of attorney. This Agreement does not create, and shall not be construed as, a power of attorney. Consistent with NRS 449.1145(1)(b), the Agency shall not hold a power of attorney for the Client or hold any property of the Client.

4.3 No Binding Commitments.

No communication or negotiation conducted by the Agency shall bind the Client to any Facility or obligation. Any admission or residency agreement must be reviewed and executed by the Client or the Authorized Representative directly.

ARTICLE 5. AUTHORIZATION TO USE AND DISCLOSE INFORMATION

To enable the Agency to perform its services, the Client authorizes the Agency to receive, use, and disclose the Client's medical, financial, and personal information solely as necessary to identify appropriate Facilities and facilitate Placement. The Client's authorization for the use and disclosure of Protected Health Information is set forth in the standalone HIPAA Authorization attached as Exhibit A, which is incorporated herein by reference and which the Client executes separately. The Client may perform the Agency's services without executing Exhibit A only to the extent the Agency can proceed without access to the Client's Protected Health Information; the Client's decision whether to sign Exhibit A does not condition the Agency's general willingness to provide services, subject to the practical limitation that the Agency cannot match the Client to Facilities without sufficient information about the Client's needs.

ARTICLE 6. CONFIDENTIALITY AND DATA PROTECTION

6.1 Use Limited to Placement.

The Agency shall use and disclose the Client's medical, financial, and personal information solely for the purpose of providing referral and placement services under this Agreement and shall disclose such information only to prospective Facilities and to persons reasonably necessary to facilitate Placement. The Agency shall not sell the Client's personal information and shall refrain from selling such information upon the Client's request, consistent with NRS 449.1145(2)(e).

6.2 Safeguards and Storage.

The Agency shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and security of the Client's information against unauthorized access, use, or disclosure. The Agency shall comply with all applicable Nevada privacy and data-security laws, including the security and data-breach-notification requirements of NRS Chapter 603A, and shall maintain a privacy policy posted on its Internet website as required by NRS 449.1145(2)(f). Client records shall be stored at the Agency's registered place of business within the United States.

6.3 Retention.

The Agency shall retain the Client's file and the records required by NRS Chapter 449 and applicable Division regulations for the periods prescribed by law and shall protect those records in accordance with this Article for so long as they are retained. Upon a request permitted by law, the Agency shall provide the Client a copy of records maintained about the Client.

6.4 Breach Notification.

In the event of a breach of the security of the system data involving the Client's personal information, the Agency shall provide notification as and when required by NRS 603A.220 and any other applicable law.

ARTICLE 7. COMPENSATION AND REFERRAL FEE DISCLOSURE

7.1 Source of Agency Compensation.

The Client shall pay no fee to the Agency for the services provided under this Agreement. The Agency is compensated by the Facility to which the Client is referred and admitted, pursuant to a written referral agreement between the Agency and the Facility, as required by NRS 449.1145(1)(e).

7.2 Agency Method of Compensation (NRS 449.1145(4)).

Compensation paid to the Agency by a Facility is determined by one of the methods authorized under NRS 449.1145(4), namely:

- (a) a fixed amount for all referrals made by the Agency to the Facility during a specified period;
- (b) an amount for each referral based on a percentage of the cost of the first month of rent and care received by the referred Client; or
- (c) a fixed amount for each referral to the Facility.

7.3 No Increased Cost to the Client.

The referral fee paid by a Facility to the Agency does not increase the price, rent, or cost of care charged to the Client. The Client will pay the Facility the same rates the Client would pay absent from the Agency's involvement, and the Agency's compensation is paid out of the Facility's own funds.

7.4 Consumer Protection Standards.

The Agency's referral and compensation arrangements are subject to, and the Agency shall conduct its business in compliance with, the consumer-protection and ethics standards applicable in Nevada, including NRS Chapter 449 and the Nevada Deceptive Trade Practices Act, NRS Chapter 598. The Agency shall not engage in any deceptive, misleading, or coercive practice, and shall not misrepresent the nature, availability, cost, or quality of any Facility or of the Agency's services. The Agency shall not exploit the Client and affirms the protections afforded by older people under Nevada law, including NRS 41.1395 and NRS 200.5091 to 200.5099.

7.5 Client Selection of a Non-Contracted Community.

(a) The Client's right to select any Facility under Article 10 includes the right to select a Facility with which the Agency has no written referral agreement (a "Non-Contracted Community"). The Agency shall not discourage, penalize, delay, or steer the Client away from any Non-Contracted Community, and the Client shall incur no fee, penalty, or obligation by reason of choosing one.

(b) If the Client wishes to pursue a Non-Contracted Community, the Agency will attempt to enter into a written referral agreement with that Community so that a referral fee is paid by the Community, consistent with NRS 449.1145(1)(e). If such an agreement is established, the Agency's compensation shall be handled as provided in Sections 7.1 through 7.4.

(c) If the Non-Contracted Community declines to enter into a written referral agreement or to pay a referral fee, the Agency shall not receive or accept any referral fee in connection with that Placement. The Agency is required to have a written contract with the Community as required by NRS 449.1145(1)(e) to be compensated. In that event, the Agency will continue to provide reasonable placement-facilitation assistance to the Client as a courtesy and at no charge, or, at the Client's election, the Client may proceed with the Community directly.

7.6 Other Compensation Matters.

If, within 30 days after a Client is admitted to a group housing arrangement, the referral of the Client to the Community is determined by the Community, the bureau or a physician to be inappropriate, the Agency shall:

- (a) Refund the full amount of the fee paid by the Client or his representative; or
- (b) Assist the Client with an acceptable referral to another Community arrangement for no additional fee.

An Agency shall not receive more than one fee from a Client within any 6-month period unless, during that period, the Client or his representative requests another referral by the Agency.

ARTICLE 8. CONFLICT OF INTEREST DISCLOSURE

8.1 Existing Relationships.

The Client acknowledges and understands that the Agency maintains ongoing business relationships and written referral agreements with a network of Facilities and receives compensation from those Facilities upon successful Placement. As a result, the Agency may have financial incentives, contractual relationships, or business preferences regarding certain Facilities. The Agency's Referrals may be limited to Facilities

with which the Agency has such relationships, and the Agency may not present every available Facility in the market.

8.2 Statutory Prohibition on Self-Interested Referrals (NRS 449.1145(1)(a)).

Consistent with NRS 449.1145(1)(a), the Agency shall not refer the Client to a Facility in which the Agency, an executive of the Agency, or an immediate family member of such an executive holds an ownership or financial interest, or which is managed in whole or in part by the Agency, an executive, or an immediate family member, EXCEPT where the Client (or the Authorized Representative) provides written permission for such a referral before the referral is made, in accordance with NRS 449.1145(3).

8.3 Agency Inducements.

The Agency shall not:

- (a) Accept any fee, inducement or incentive, for any reason, from a group housing arrangement, or from any person or entity associated with a group housing arrangement; or
- (b) Give a discharge planner, case manager, social worker or any other person who has the responsibility of discharge planning, a fee or incentive for prospective clients.

8.4 Client Acknowledgment and Acceptance.

The Client acknowledges that the Client has read and understands the disclosures in this Article and in Article 7, understands the nature of the Agency's compensation and potential conflicts of interest, and elects to engage the Agency on the terms set forth herein. The Client understands that the Client is free to independently research and select Facilities and is under no obligation to accept any Referral.

ARTICLE 9. ACKNOWLEDGMENT OF NO GUARANTEE

The Client expressly acknowledges and agrees that the Agency does not and cannot guarantee, warrant, or ensure: (a) that any Placement will be secured; (b) the availability of any Facility, bed, unit, or level of care; (c) the suitability, quality, safety, condition, staffing, or performance of any Facility; (d) that any Facility will accept, admit, or continue to serve the Client; (e) any particular price, rate, financial assistance, or level of care at any Facility; or (f) the outcome or results of any Placement. The Agency provides referral information and facilitation only. Each Facility is independently owned, operated, licensed, and regulated, and the Agency does not control and is not responsible for the acts, omissions, care, or conduct of any Facility or its personnel. The Client is solely responsible for independently evaluating and selecting any Facility. **THE AGENCY'S SERVICES ARE PROVIDED "AS IS," AND THE AGENCY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY FACILITY OR THE OUTCOME OF ANY PLACEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW.**

ARTICLE 10. CLIENT RIGHTS AND CONSENT

The Client retains and the Agency shall honor each of the following rights:

- (a) Right to Accept or Reject. The Client may accept or reject any Referral, tour, or recommendation, in whole or in part, for any reason or no reason, without cost, penalty, or obligation.
- (b) Final Decision Reserved. All final Placement decisions rest exclusively with the Client or the Authorized Representative. The Agency shall not pressure, coerce, or unduly influence the Client, and the Client shall make every Placement decision independently and voluntarily.

- (c) **Right to Cease Contact and Referrals.** The Client may, at any time, request that the Agency cease contacting the Client and cease making Referrals. Consistent with NRS 449.1145(2)(c)–(d), the Agency shall cease such contact and Referrals as soon as possible and not later than ten (10) days after the Client’s request.
- (d) **Right to Independent Advice.** The Client may consult, and is encouraged to consult, independent medical, legal, and financial professionals, and may engage another referral agency, at any time.
- (e) **Right to Withdraw.** The Client may withdraw from and terminate this Agreement at any time as provided in Article 11.
- (f) **Right to Revoke Authorizations.** The Client may revoke the authorizations granted in Articles 4, 5, and 6 and in Exhibit A, subject to the terms stated therein.

ARTICLE 11. TERM AND TERMINATION

11.1 Term.

This Agreement commences on the Effective Date and continues until terminated as provided herein or until the Agency’s services are completed.

11.2 Termination by the Client.

The Client (or the Authorized Representative) may terminate this Agreement at any time, for any reason or no reason, effective upon written or oral notice to the Agency. No fee, penalty, or charge shall be payable by the Client upon termination.

11.3 Termination by the Agency.

The Agency may terminate this Agreement at any time, for any or no reason, upon written notice to the Client, including where the Agency is unable to identify a suitable Facility, where continued service would violate applicable law, or where the Client requests cessation of services under Section 10(c).

11.4 Effect of Termination.

Upon termination, the Agency shall promptly cease all Referrals and communications on the Client’s behalf. Termination does not affect the validity of any Placement the Client has already elected to pursue or complete.

11.5 Survival.

The following provisions survive termination or expiration of this Agreement: Article 2 (disclaimers), Article 6 (Confidentiality and Data Protection, including record retention), Article 9 (No Guarantee), Article 12 (Disclaimers and Limitation of Liability), Article 13 (Indemnification), Article 14 (Governing Law and Jurisdiction), and Article 15 (General Provisions), together with any accrued rights and obligations and any records-retention duties imposed by law. Revocation or expiration of the HIPAA Authorization in Exhibit A does not affect uses or disclosures already made by the Agency in reliance on the Authorization before revocation.

ARTICLE 12. DISCLAIMERS AND LIMITATION OF LIABILITY

To the fullest extent permitted by Nevada law, the Agency shall not be liable to the Client for the acts, omissions, negligence, care, treatment, billing, or conduct of any Facility, its owners, or its personnel, each of which is an independent third party over which the Agency exercises no control. The Agency’s obligations under this Agreement are limited to providing referral and placement-facilitation services in a

commercially reasonable manner and in compliance with NRS Chapter 449. Nothing in this Article limits or excludes any liability that may not be limited or excluded under applicable law, including liability arising from the Agency's own gross negligence, willful misconduct, or violation of statute. This Article does not affect any right or remedy available to the Client under NRS Chapter 598, NRS 41.1395, or other applicable consumer-protection or elder-protection law.

ARTICLE 13. REPRESENTATIONS AND INDEMNIFICATION

13.1 Client Representations.

The Client (or the Authorized Representative executing on the Client's behalf) represents that the information the Client provides to the Agency is accurate and complete in all material respects to the best of the Client's knowledge, and that the Client has the legal capacity or authority to enter into this Agreement.

13.2 Representative Indemnification.

Where this Agreement or Exhibit A is executed by an Authorized Representative on behalf of a Client, the Authorized Representative represents and warrants that the Representative holds valid legal authority to act for the Client as described in the Representative Certification below, and agrees to indemnify, defend, and hold harmless the Agency and its owners, officers, employees, and agents from and against any claim, loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or relating to any misrepresentation by the Representative concerning the existence or scope of that authority. This indemnification does not extend to claims arising from the Agency's own gross negligence, willful misconduct, or violation of law.

ARTICLE 14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state courts of competent jurisdiction located in the county in which the Agency maintains its principal place of business in the State of Nevada, and, where federal jurisdiction properly lies, the United States District Court for the District of Nevada, for the resolution of any dispute arising out of or relating to this Agreement. Each Party irrevocably waives any objection to such venue on grounds of inconvenient forum.

ARTICLE 15. GENERAL PROVISIONS

15.1 Entire Agreement.

This Agreement, together with Exhibit A, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous understandings, whether written or oral.

15.2 Amendment.

This Agreement may be amended only by a writing signed by the Client (or the Authorized Representative) and an authorized representative of the Agency.

15.3 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed only to the extent necessary to make it enforceable while preserving the Parties' intent.

15.4 No Waiver.

No waiver of any provision is effective unless in writing, and no waiver constitutes a continuing waiver.

15.5 Assignment.

The Client may not assign this Agreement. The Agency may not assign this Agreement without the Client's consent, except to a successor to its business that assumes its obligations and remains subject to NRS Chapter 449.

15.6 Notices.

Notices under this Agreement shall be in writing and delivered to the addresses in the Agency's records or the signature section, by hand, mail, or electronic means, and are effective upon receipt. A request to cease contact or referrals under Section 10(c) may also be made orally.

15.7 Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument, consistent with the Nevada Uniform Electronic Transactions Act, NRS Chapter 719.

15.8 Copy to Client.

The Client acknowledges receipt of a copy of this Agreement, including the disclosures required by NRS 449.114, at or before the time of execution.

[Signature Page to Follow]

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, and each signatory affirms that he or she has read, understands, and agrees to be bound by its terms, including the statutory disclosures set forth herein.

A. CLIENT

Signature of Client

Printed Name of Client

Effective Date

B. AUTHORIZED REPRESENTATIVE (if the Client is executing through a representative)

If the Client lacks capacity or otherwise acts through a representative, the following person executes this Agreement on the Client's behalf.

The undersigned Authorized Representative hereby certifies and represents to the Agency that: (1) the Client is unable to execute this Agreement independently or has authorized the Representative to act on the Client's behalf; (2) the Representative holds valid and subsisting legal authority to enter into this Agreement and the HIPAA Authorization on the Client's behalf, arising from the source of authority identified below; (3) that authority has not been revoked, suspended, or terminated; and (4) the Representative is acting in the Client's best interest and within the scope of that authority. The Representative agrees to the indemnification obligations set forth in Section 13.2 and shall provide documentation of the Representative's authority to the Agency upon request.

Signature of Authorized Representative

Printed Name of Authorized Representative

Relationship / Legal Authority to Client (e.g., agent under power of attorney, court-appointed guardian, spouse)

Effective Date

C. AGENCY

Golden Years Senior Concierge, dba, Golden Heart Senior Placement, a Nevada senior living community referral agency

Signature of Authorized Agency Representative

Printed Name and Title

Agency Telephone Number and Registered Address

Date

EXHIBIT A
AUTHORIZATION FOR USE AND DISCLOSURE OF PROTECTED HEALTH
INFORMATION

(HIPAA Authorization — 45 C.F.R. § 164.508)

This Authorization is a standalone document. It authorizes the use and disclosure of the Protected Health Information (“PHI”) described below in connection with the senior living placement services provided by the Agency. Completing this Authorization is voluntary.

1. Individual (Client).

Client Name: _____ Date of Birth: _____

2. Persons Authorized to Disclose PHI.

The Client authorizes the following persons and entities to disclose the Client’s PHI to the Agency: the Client’s physicians, hospitals, clinics, skilled nursing facilities, assisted living facilities, home-health providers, pharmacies, health plans, and other health-care providers and covered entities that maintain the Client’s health information; and any current or prior senior living community serving the Client.

3. Persons Authorized to Receive, Use, and Further Disclose PHI.

The Client authorizes Golden Heart Senior Placement (the Agency), and its authorized employees and agents, to receive, use, and further disclose the Client’s PHI to prospective senior living communities and Facilities being considered for the Client’s Placement, and to persons reasonably necessary to facilitate that Placement.

4. Description of Information to Be Used or Disclosed.

The information covered by this Authorization consists of the PHI and related records reasonably necessary to assess the Client’s needs and facilitate Placement, including: current and relevant medical history, diagnoses, and conditions; functional and cognitive status and activities-of-daily-living assessments; mobility and fall-risk information; medication lists; care needs and physician orders or care-assessment forms; behavioral and mental-health information relevant to care level; and related financial and personal information (such as income, assets, insurance, and long-term-care coverage) necessary to determine affordability and eligibility for a Facility.

5. Purpose of the Use or Disclosure.

The purpose of this Authorization is to enable the Agency to identify senior living communities appropriate to the Client’s care needs and preferences, to communicate the Client’s information to prospective Facilities so those Facilities may evaluate the Client for admission and appropriate level of care, and to facilitate the Client’s Placement. Disclosures will be limited to the information reasonably necessary for these purposes.

6. Expiration.

Unless revoked earlier, this Authorization expires on the earlier of (a) the date one (1) year after the date signed below, or (b) the completion or termination of the Agency’s services under the Client Services Agreement. The Client may specify an earlier expiration date or event here:
_____.

7. Right to Revoke.

The Client may revoke this Authorization at any time by delivering a written revocation to the Agency at its address of record. Revocation is effective upon receipt, EXCEPT to the extent the Agency or any authorized recipient has already acted in reliance on this Authorization before receiving the revocation. Revocation will not apply to information already used or disclosed in reliance on this Authorization.

8. Notice of Potential for Re-Disclosure.

The Client understands that information disclosed under this Authorization may be re-disclosed by the recipient and may no longer be protected by federal HIPAA privacy regulations. Prospective Facilities and other recipients that are not covered entities or business associates under HIPAA may not be bound by HIPAA, although other federal or Nevada privacy laws may apply. The Agency will limit disclosures to those reasonably necessary for Placement and will handle the Client's information as provided in Article 6 of the Client Services Agreement.

9. No Conditioning of Services.

Treatment, payment, enrollment in a health plan, and eligibility for benefits will NOT be conditioned on whether the Client signs this Authorization. The Agency may, however, be practically unable to identify and facilitate Placement without the information covered here.

10. Copy.

The Client is entitled to, and acknowledges the opportunity to receive, a copy of this signed Authorization.

11. Signature.

I have read and understand this Authorization. I authorize the use and disclosure of my PHI as described above.

Signature of Client (or Authorized Representative)

Printed Name

If signed by a representative, describe the representative's authority to act for the Client

Date

EXHIBIT B

Disclosure and Consent Before Referral

Required under NRS 449.114 and NRS 449.1145

Nevada law requires this agency to give you this written statement and to obtain your consent before we refer you (or the person you represent) to any senior living community. Please read it, ask us any questions, and sign at the end. We will give you a copy.

1. About this agency:

Agency name: Golden Heart Senior Placement
9320 Sun City Blvd, Suite 103
Las Vegas, NV 89134

Telephone number: 702-800-4616

Privacy policy website: <https://www.weprovidegoldencare.com/privacy-policy/>

2. Services we can provide to you:

This agency is able to provide the following services:

1. Provide referrals to senior living communities for me or for the person I represent

3. Who pays our referral fee:

The senior living community pays Golden Heart Senior Placement. There is no charge to you, or the person who represents you.

4. Your rights:

You have the following rights, and this agency will honor each request:

1. **Stop contacting you.** If you ask us to stop contacting you, we will stop as soon as possible and no later than 10 days after your request.
2. **Stop making referrals for you.** If you ask us to stop making referrals on your behalf, we will stop as soon as possible and no later than 10 days after your request.
3. **Do not sell your information.** If you ask us not to sell your personal information, we will not sell it.

5. What this agency will not do

As required by NRS 449.1145, this agency will not:

- Refer you to a senior living community that we, an executive of this agency, or an executive's immediate family own, have a financial interest in, or help manage.
- Issue a referral if this agency, an employee, or an employee's immediate family holds your power of attorney or any of your property.

- Refer you to a senior living community that is required to be licensed but does not hold a license.
- Refer you to a senior living community that cannot adequately care for you.
- Accept a referral fee from a community unless we have a written contract with that community about the referral.

6. Consent to provide referrals:

By signing below, I confirm that I received and read (or had read to me) this statement, that my questions were answered, and that I **consent** to this agency providing referrals to senior living communities for me or for the person I represent.

7. Signature

I have read and understand this disclosure.

Name of Client

Signature of Client

Date

Name of Client Representative

Signature of Client Representative (if applicable)

Date

If this statement was given orally rather than in writing, the disclosure and your consent must be recorded. (NRS 449.114)