



## Adult Family Home Agreement

### 1. Agreement Parties:

This agreement on \_\_\_\_\_ is between \_\_\_\_\_ (AFH) and Dedicated Care Solutions LLC (Agency), a Washington limited liability company. Additional properties must be listed on Attachment 1 of this Agreement.

### 2. Services to be Performed:

Dedicated Care Solutions LLC is a referral company whose advisors will offer consulting services within the eldercare field. They will work with clients and families to find the perfect living situation based on the clients unique physical, medical, social and financial needs. The potential home will need to work directly with the advisors to pre-tour and evaluate a home prior to bringing a potential client. The home will not be provided the clients information unless requested by the client. Any concerns over referral fees must be negotiated prior to the client touring. Once a tour occurs the AFH is bound to the contract terms. Upon selection of a property the AFH agrees to pay a referral fee directly to Dedicated Care Solutions LLC. Dedicated Care Solutions LLC advisors will not make referrals based on fees and all decisions are made by the client, not Dedicated Care Solutions LLC or its advisors. The AFH is not allowed to charge extra to families and cannot charge larger community or admission fees when working with the Agency.

### 3. Payment:

The AFH agrees to pay a referral fee equal to 100% of the first months rent and care charges. Hospice and Respite referral cases will be billed at 20% each month for a maximum of 5 months until 100% of the referral fee has been paid or the client is no longer under the AFH's care. If a client resides at the AFH for less than 30 days, no referral fee will be charged unless the full 30 days of rent and care cost are non-refundable. Any referral that resides in the AFH for under 5 months will only be charged per Hospice terms and a refund will be issued if a full fee was paid. The AFH will provide this information to Dedicated Care Solutions so proper billing occurs. All charges will be billed to the AFH and not to the client. All payments will be made payable directly to Dedicated Care Solutions LLC and no payment shall ever be made to the client or any advisor. No referral fee will be charged for clients who are fully dependent upon government funding such as Medicaid.

### 4. Terms of Payment:

Dedicated Care Solutions LLC will submit invoices to the AFH within 14 days of a client taking residence. All payments will be payable within 30 days from the date of the invoice. Dedicated Care Solutions LLC is willing to accept the full invoice amount over the period of 60 days with no extra fees. This option would allow the AFH to pay 50% of the invoice within 30 days, and the remaining 50% within 60 days from the original date of invoice. Use of this 60 day payment option must be noted on initial invoice payment.

### 5. Late Fees:

Late payments by the AFH shall be subject to late penalty fees of 2% per month from the due date until the amount is paid. Late fees will not be accessed to any account paid in full within 90 days.

### 6. Terminating the Agreement:

This agreement will become effective when signed and remain in effect for an indefinite period of time. At any time either party may terminate this agreement by giving written notice to the other party. Upon receipt of termination request this agreement will be legally terminated. The AFH is still liable for all referrals placed prior to the date this Agreement is terminated and will be required to pay all fees for those referrals.

### 7. Non-discrimination:

The parties agree that there shall be no discrimination in the performance of the Agreement against



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any employee, client or other person as the result of that individual's race, color, disability, religion, sex, sexual orientation, gender identity, age or national origin or in violation of applicable federal, state or local laws and regulations.

### 8. Indemnification:

Company agrees to indemnify and hold Dedicated Care Solutions harmless from and against damages arising out of or resulting from, directly or indirectly, the negligent or willful acts or omissions of the Property or employees arising out of or pertaining to any actions or inactions of the Property or in connection with any failure to comply with any of the provisions of this Agreement.

### 9. Confidentiality of Records:

The parties shall comply with all applicable state and federal laws respecting the confidentiality of proprietary information, data and other confidential or personal information concerning the medical, personal, or business affairs of the parties to this Agreement.

### 10. Disputes:

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court within Everett, Washington. Each party is responsible for their attorney fees.

### 11. Entire Agreement:

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf. There are not and shall not be any third party beneficiaries to this agreement. No amendments or modifications shall be valid unless made in writing and signed by both parties of this agreement. The Agreement shall be binding upon and inure to the benefit of the parties successors and assigns.

I HAVE READ AND AGREE TO THE TERMS STATED ABOVE:

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name : \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_



## Adult Family Home Agreement

### Attachment 1

**Where multiple properties exist, please list all property names and addresses you would like included in the above Agreement:**

Property Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Property Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Property Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Property Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_