

Dear Chairman, Vice Chairman, and Members of the Finance Committee,

I am the President of Oasis Senior Advisors and a Board Member of the National Placement and Referral Alliance and in support of SB624. We support thousands of families annually through their stressful and complicated journeys providing the right solution for the seniors in their life.

I understand that there are two business models being represented here today. The Online Referral Model and the Local Placement Agency model. However, this is not a "turf war", you owe nothing to one model or the other. We owe everything to what's in the best interest of seniors and their families. Models aren't constituents, people are.

With that said, the Online model is going to suggest that because they have an agreement that states if they send a community a LEAD first, they are owed payment if the senior moves in. Again, we're not talking about LEADS here today, we're talking about people. People who are in crisis and people who are vulnerable. And let's be clear here, this Bill is about doing the right thing to protect our seniors and their families. Giving them the right of choice.

Using a Real Estate model, if an agent sends a family an MLS listing of 15 new homes in their area and the family wants to work with another agent who offers a higher level of service by personally touring with the family, helping them with paperwork, and eventually using their expertise to consult with them regarding their final decision, the idea of only sending an MLS list to someone is NOT completing the act of the sale.

The procuring agent, in that case, would be the agent who personally met with the family, toured them AND brought the client to completion of the sales process. I would also argue if one were to ask the family who represented them from start to finish, they would name the touring agent the procuring agent. Again, its all about Family Chioce

You may also hear the online agencies state they have a contract to be paid first and the state can't get in between the two parties.

There are several scenarios that may make it objectively impossible to perform a contract. One type of situation that would lead to the "Impossibility of Performance" of a contract is if there is a "Supervening Impossibility."

For instance, a contracting party may be able to raise the defense of Supervening Impossibility if after the contract was already created, legislation was passed that would make it impossible to perform the contract to completion.

If this legislation were to be passed and the State of Maryland gave families a choice of who they wanted to work with, it would be a Supervening Impossibility event for the senior housing community to satisfy their agreement with the online agency and stay within the guidelines of the state law.

Thank you for your time and I support Senator Hettleman's efforts and urge you to pass SB624