



Dear Potential Help@Home Member,

If you have not already filled out a financial assessment, you will find one in the enclosed packet. This assessment will determine how much your monthly membership fee will be. Please be sure to include paperwork to substantiate the numbers on your assessment form.

One of the benefits of being a Help@Home member is having access to a licensed Occupational Therapist (OT) to perform home safety assessments. These assessments have three functions: identify and eliminate unsafe or unknown hazards in your home; ensure your home environment is safe from elements that may contribute to slipping or falling; identify and accommodate any functional limitations you may be experiencing. *The OT service is included in your membership!* The goal of this service and Help@Home in general, is improving your quality of life. To schedule your home safety assessment, just contact our Help@Home Team at 913-981-8880 or helpathome@jfskc.org.

Please take a moment to review the list of jobs we do most frequently. It will give you an idea whether Help@Home is the right program for you. In addition to repairs and chores, we have volunteers who help with computer troubleshooting and home organization.

It takes 1-2 weeks to get your application processed. Then you will be contacted to schedule your first appointment with one of our community handystaff.

If you have any questions, please reach out! We look forward to serving you,

Rachel Ohlhausen

Program Operations Manager

Jewish Family Services

**JEWISH FAMILY SERVICES
CLIENT INFORMATION**

PRIMARY CLIENT INFORMATION:

First Name _____ Middle Initial ____ Last Name _____

Address _____ Apt. # _____

City _____ State _____ Zip Code _____

County _____

Home Owners / Renters Insurance (circle one): Yes No

Home Phone (_____) _____ Cell Phone (_____) _____

Email Address: _____

Birth Date _____ Gender _____ Referred by: _____

Current Status(circle one): Never married Separated Divorced Widowed

First marriage Subsequent marriage Committed relationship

Employer _____ Occupation: _____

Employer Address _____

Gross Annual Household Income _____

Religion (circle one) Jewish Catholic Protestant Other

Ethnicity (circle one) Caucasian African-American Hispanic Asian Other

Disability (circle one) Vision Mobility Hearing Other _____

Veteran Status (circle one) Yes No If yes, type of discharge _____

Number of Individuals in Household _____

Do you receive Medicare or Medicaid? _____

Pets in Household _____

Do you have homeowner's insurance? _____

Emergency Contact _____ Phone (_____) _____

Relationship _____

Address _____

City _____ State _____ Zip _____

Legal Guardian _____ Phone (_____) _____

Address _____

City _____ State _____ Zip _____

Is Emergency Contact aware they are an emergency contact (circle one)? Yes No

FINANCIAL ASSESSMENT FORM - 2019

CLIENT NAME: _____

TELEPHONE NUMBER: _____

HOUSEHOLD INCOME

PLEASE FILL IN THE AMOUNT YOU RECEIVE PER MONTH FOR EACH OF THE FOLLOWING BENEFITS. To substantiate these figures, please furnish us with copies of your SSI award letter/and or a bank statement with the automatic deposits of the benefits listed below.

Unemployment _____ x 12 months = _____ (yearly)

Worker's Compensation _____ x 12 months = _____ (yearly)

Earnings/Wages _____ x 12 months = _____ (yearly)

Disability Benefits _____ x 12 months = _____ (yearly)

Social Security Income (SSI) _____ x 12 months = _____ (yearly)

Social Security Disability Income (SSDI) _____ x 12 months = _____ (yearly)

VA Benefits _____ x 12 months = _____ (yearly)

Pension _____ x 12 months = _____ (yearly)

Interest/Dividend Income _____ x 12 months = _____ (yearly)

Annuities _____ x 12 months = _____ (yearly)

Money from Family/Friends _____ x 12 months = _____ (yearly)

General Assistance _____ x 12 months = _____ (yearly)

Rental Property Income _____ x 12 months = _____ (yearly)

Other Income _____ x 12 months = _____ (yearly)

TOTAL INCOME: _____ x 12 months = _____ (yearly)

(PLEASE TURN THIS FORM OVER)

HOUSEHOLD ASSETS

**PLEASE FILL IN THE CURRENT BALANCE IN EACH THE FOLLOWING ASSET ACCOUNTS.
To substantiate these figures, please provide us with bank statement(s) and/or monthly brokerage reports
for any of the asset accounts listed below.**

Checking Account \$ _____
As of __/__/__

Savings Account \$ _____
As of __/__/__

Stocks/bonds/401K and
other retirement accounts _____
As of __/__/__

TOTAL ASSETS: _____

NUMBER OF PEOPLE IN YOUR HOUSEHOLD _____

I certify that all information provided above is accurate and complete.

**I understand that funds available for assistance are limited and that the
amount of assistance, if any, will be based on financial need and available
funds.**

Client's signature

Date

TO BE COMPLETED BY JFS STAFF

Percentage of Federal Poverty Guidelines _____

Client Approved _____

Client Not-Approved _____



JEWISH FAMILY SERVICES

Consent to Services

I acknowledge that I have received, read (or have had read to me), and understand the information provided describing the various services offered by Jewish Family Services. I have been provided the opportunity to ask any clarifying questions about the policies and practices of the agency regarding those services, fees and payment for such services, and the privacy practices of the agency.

I have been provided information about my rights and responsibilities as a client of Jewish Family Services. I understand that no promises have been made to me as to the results of the services provided. Furthermore, I understand that JFS volunteers may have access to my contact information and that those volunteers have all signed a confidentiality agreement keeping that information in the strictest of confidence.

I do hereby seek and consent to take part in the recommended services provided by the agency. I agree, in good faith to make every effort to comply with the terms and conditions of the particular JFS services of which I will be a client. I understand that developing a goal plan in conjunction with agency staff and regularly reviewing progress toward meeting these goals may need to take place and are in my best interest. I agree to play an active role in this process.

I consent to the following services: (check all services that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Counseling | <input type="checkbox"/> Support Groups | <input type="checkbox"/> Case Management |
| <input type="checkbox"/> Help@Home | <input type="checkbox"/> Help@Home Lite | <input type="checkbox"/> Help@Home Now |
| <input type="checkbox"/> Care Management | <input type="checkbox"/> JET Express | <input type="checkbox"/> Friendly Visitor |
| <input type="checkbox"/> Food Pantry | <input type="checkbox"/> Calling Connections | <input type="checkbox"/> Holiday Projects |

My signature below acknowledges that I understand and agree with all of these statements.

Signature of Client (or person acting for client)

Date

Printed Name

Relationship to Client
(if necessary)

I have discussed the issues above with the client (and/or his or her parent, guardian, or other representative) and addressed any applicable questions. My observations of this person's behavior and responses give me no reason to believe that this person is not fully competent to give informed and willing consent.

Staff Signature

Date



JEWISH FAMILY SERVICES

Client Bill of Rights

1. Each client shall have the right to choose care and treatment providers and the right to communicate with those providers.
2. Each client shall have the right to participate in the planning of an individualized care and treatment and the right to appropriate instruction and education regarding the plan.
3. Each client shall have the right to be informed about diagnosis, prognosis, and treatment (including length of care/treatment) including alternatives to care and treatment and the risks involved, in terms that the client and the client's family can readily understand so that informed consent can be provided.
4. Each client shall have the right to refuse care and treatment services and to be informed of possible health and/or mental health consequences of this action. Each client has the right to terminate care and treatment without incurring financial obligation beyond services already rendered.
5. Each client shall have the right to care and treatment that is provided without discrimination as to race, color, ethnicity, sex, age, sexual orientation, or national origin.
6. Each client shall be provided services only if the agency has the ability to provide safe, professional, and competent care and treatment at the level of intensity needed.
7. Each client shall have the right to reasonable continuity of care and appropriate referrals as needed.
8. Each client shall have the right to be advised in advance of the disciplines that will provide care and treatment including the proposed frequency and duration.
9. Each client shall have the right to be advised and participate in advance regarding any changes in the plan of care and treatment.
10. Each client shall have the right to confidentiality of all records, communications, and personal information. Each client has the right to consent to the release of any confidential information.
11. Each client shall have the right to review all confidential records (except for certain psychotherapy notes) pertaining to the client unless it is medically contraindicated in the clinical record by the physician and/or the mental health professional.
12. Each client shall have the right to be referred elsewhere for services if, for any reasons, services at this agency were denied.
13. Each client shall have the right to voice grievances, per agency policies, and suggest changes in services or staff providing those services, without fear of reprisal or discrimination. In such an event, contact the Executive Director of JFS.
14. Each client shall have the right to be fully informed of agency policies regarding changes in services, third-party payments, and fee schedules for services.
15. Each client shall have the right to an accounting of any balance or financial transactions.
16. Each client shall have the right to be treated with dignity and respect, and not be subjected to any type of physical, verbal, or psychological abuse or coercion.
17. Each client shall have the right to have his or her property treated with respect.
18. Each client shall have the right to be advised, in writing, of the in-home services licensing agency's toll-free complaint telephone number (1-800-842-0078).

Client Signature

Date

From: 04-03-13
Developed: 6/2/2015
Date Reviewed / Revised:
Date Reviewed/Revised:
Date Reviewed/Revised:

By:
By:



Notice of Privacy Practices for Protected Health Information

Page 1 of 4

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY!

This "Notice of Privacy Practices" (Notice) explains how we protect and use your personal health and medical information, and what your rights are related to your health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the Health Information Technology for Economic and Clinic Health Act (HITECH) and the Omnibus Rules.

With your consent, Jewish Family Services is permitted by federal privacy laws to make uses and disclosures of your health information for purposes of treatment, payment and health care operations. Protected health information is the information we create and obtain in providing our services to you. Such information may include documenting, either electronically or on paper, your symptoms, examination and test results, diagnoses, treatment, and applying for future care or treatment. It also includes billing documents for those services.

Examples of uses of your health information for treatment purposes are:

- A therapist obtains treatment information about you and records it in a health record.
- A Home Care Aide documents your concerns about falling and notifies your Home Care funding source to request additional care regarding your concern.

An example of use of your health information for payment purposes:

- Jewish Family Services submits a request for payment to your insurance company. The health insurance company requires us to provide a medical diagnosis to receive payment, so your particular diagnosis is provided to the company to facilitate payment for your services.

An example of use of your health information for health care operations:

- Members of the psychotherapy staff or members of the quality assurance team may use information in your health record to assess the care and outcomes in your case and the competence of the caregivers. We will use this information in an effort to continually improve the quality and effectiveness of the healthcare and services we provide.

Jewish Family Services provides services to people in Kansas and Missouri, and we are obligated to follow state law when it is more stringent than the Federal law discussed in this document. In accordance with applicable state laws, we may not disclose or be compelled to disclose, any information acquired from consulting with persons in a professional capacity, except:

- 1) With the written consent of the client, or in the case of the client's death or disability, the client's personal representative or other person authorized to sue, or the beneficiary of an insurance policy on the client's life, health or physical condition;
- 2) When such information pertains to a criminal act;
- 3) When the person is a child under the age of eighteen years and the information acquired by the licensee indicated that the child was the victim of a crime;
- 4) When the person waives the privilege by bringing charges against the licensee;
- 5) When the licensee is called upon to testify in any court or administrative hearings concerning matters of adoption, child abuse, child neglect, or other matters pertaining to the welfare of the clients of the licensee; or

- 6) When the licensee is collaborating or consulting with professional colleagues or an administrative superior on behalf of the client.

Your Health Information Rights

The health record we maintain and the billing records are the physical property of Jewish Family Services. The information in it, however, belongs to you. You have the right to:

- Request a restriction on certain uses and disclosures of your health information by delivering the request in writing to our office. We are not required to grant the request but we will comply with any request granted;
- Obtain a paper copy of the Notice of Privacy Practices for Protected Health Information by making a request at any Jewish Family Services office;
- Request that you be allowed to inspect and copy your paper and/or electronic health record and billing record – you may exercise this right by delivering the request in writing to any of our offices using the form we provide to you upon request;
- Appeal a denial of access to your protected health information except in certain circumstances;
- Request that your health care record be amended to correct incomplete or incorrect information by delivering a written request to our offices using the form we provide to you upon request;
- File a statement of disagreement if your amendment is denied, and require that the request for the amendment and any denial be attached to any future disclosures of your protected health information;
- Obtain an accounting of disclosures of your health information as required to be maintained by law by delivering a written request to our offices using the form we provide you upon request; an accounting will not include internal uses of information for treatment, payment or operations, disclosures made to you or made at your request, or disclosures made to family members or friends in the course of providing care;
- You have the right to request that your medical information be communicated to you in a certain way or at a certain location. For example you may wish to be contacted by telephone at your work. To request such a communication you must notify JFS in writing. We will accommodate all reasonable requests.
- Revoke authorizations that you made previously to use or disclose information except to the extent information or action has already been taken by delivering a written revocation to Jewish Family Services.
- You have the right under HITECH to restrict certain disclosures to health plans when you have paid out of pocket in full for that health care item or service.
- Right to Confidential Communications
- You have the right to request that your medical information be communicated to you in a certain way or at a certain location. For example you may wish to be contacted by telephone at your work. To request such a communication you must notify JFS in writing. We will accommodate all reasonable requests.

You have a right to review this Notice before signing the consent authorizing use and disclosure of your protected health information for treatment, payment and health care operations purposes. If you want to exercise any of the above rights, please contact the JFS Privacy Official, 9233 Ward Parkway, Suite 125, Kansas City, MO 64114, 816-333-1172 in writing or in person during normal business hours.

Our Responsibilities

Jewish Family Services is required to:

- Maintain the privacy of your health information as required by law;
- Provide you with notice as to our duties and privacy practices as to the information we collect and maintain about you;
- Abide by the terms of this Notice;
- Notify you if we cannot accommodate a requested restriction or request; and,
- Accommodate your reasonable requests regarding methods to communicate health information with you.
- Under HITECH, JFS is required to notify patients whose PHI has been breached. Notification must occur by first class mail within 60 days of the event. A breach occurs when an unauthorized use or disclosure that compromises the privacy or security of PHI poses a significant risk for financial, reputational, or other harm to the individual. This notice must:
 - (1) Contain a brief description of what happened, including the date of the breach and the date of discovery;

- (2) The steps the individual should take to protect themselves from potential harm resulting from the breach;
- (3) A brief description of what JFS is doing to investigate the breach, mitigate losses, and to protect against further breaches.

We reserve the right to amend, change, or eliminate provisions in our privacy practices and access practices and to enact new provisions regarding the protected health information we maintain. If our information practices change, we will amend our Notice. You are entitled to receive a revised copy of the Notice by calling and requesting a copy of our "Notice" or by visiting our offices and picking up a copy.

Special Protections for Alcohol and Drug Abuse Information, Psychotherapy Notes and for Marketing or Sale of Protected Health Information

JFS will not disclose or provide any protected health information relating to the patient's substance abuse treatment, psychotherapy notes, for marketing or for sale unless: 1) the patient consents in writing; 2) a court order requires disclosure of the information; 3) qualified personnel use the information for treatment, payment or health care operations; or 4) it is necessary to report a crime or a threat to commit a crime, or to report abuse or neglect as required by law.

Cash Patients/Clients

HITECH states that if a patient pays in full for their services out of pocket they can demand that the information regarding the service not be disclosed to the patient's third party payer since no claim is being made against the third party payer.

Business Associates

Effective [REDACTED], JFS's Business Associate Agreements have been amended to provide that all HIPAA security administrative safeguards, physical safeguards, technical safeguards and security policies, procedures, and documentation requirements apply directly to the business associate.

To request Information or File a Complaint

If you have questions, would like additional information, or want to report a problem regarding the handling of your information, you may contact the JFS Privacy Official, 9233 Ward Parkway, Suite 125, Kansas City, MO 64114, 816-333-1172.

Additionally, if you believe your privacy rights have been violated, you may file a written complaint at our offices by delivering the written complaint to the JFS Privacy Official, 9233 Ward Parkway, Suite 125, Kansas City, MO 64114, 816-333-1172. JFS will respond within 30 days to any written complaint.

You may also file a complaint by mailing it or e-mailing it to the Secretary of Health and Human Services whose street address and e-mail address is:

The U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201
E-mail address: <http://www.hhs.gov/ContactUs.html>

- We cannot, and will not, require you to waive the right to file a complaint with the Secretary of Health and Human Services (HHS) as a condition of receiving treatment from Jewish Family Services.
- We cannot and will not retaliate against you for filing a complaint with the Secretary.

Other Disclosures and Uses

Business associates

We have business associates with whom we may share your protected health information. For example, in preparing our annual financial statement, auditors may need to review samples of the care given. We may disclose portions of your health information to the accounting firm to prepare this material.

Marketing

We may contact you to provide you with appointment reminders, with information about treatment alternatives, or with information about other health-related benefits and services that may be of interest to you.

Worker's Compensation

If you are seeking compensation through Worker's Compensation, we may disclose your protected health information to the extent necessary to comply with laws related to Worker's Compensation.

Abuse and Neglect

We may disclose your protected health information to public authorities as required by law to report child abuse or neglect or elder abuse.

Law Enforcement

We may disclose your protected health information for law enforcement purposes as required by law, such as when required by a court order, or to the extent that an individual is in the custody of law enforcement.

Judicial/Administrative Proceedings

- We may disclose your protected health information in the course of any judicial or administrative proceeding as allowed or required by law, with your consent, or as directed by a proper court order.
- To avert a serious threat to health or safety, we may disclose your protected health information consistent with applicable law to prevent or lessen a serious, imminent threat to the health or safety of a person or the public.

Effective Date: April 14, 2003

Other Uses

Other uses and disclosures besides those identified in this Notice will be made only as otherwise authorized by law or with your written authorization and you may revoke the authorization as previously provided.

Website

We maintain a website that provides information about Jewish Family Services. This Notice is on the website (www.jfskc.org).



JEWISH FAMILY SERVICES

Acknowledgement of Receipt of Notice of Privacy Practices

I have been provided a copy of the Jewish Family Services notice of privacy practices which describes how my health information is used and my rights as a client of Jewish Family Services. I understand that Jewish Family Services has the right to change this notice at any time. I may obtain a current copy by contacting Jewish Family Services. My signature below acknowledges that I have been provided a copy of the Notice of Privacy Practices.

Client's Printed Name

Date of Birth

Client Signature (or Legal Representative)

Relationship to Client
(if not signed by client)

Instructions for Handling Confidential Health Information

In the course of our treatment relationship, it may become necessary to make contact with you regarding the scheduling of appointments, insurance and billing questions, referral information, and/or various types of follow-up with treatment. Generally, these contacts will be made by phone to your home number, cell phone number, or, if needed, your work number. All efforts will be made to assure full confidentiality during these contacts. Please indicate below any specific instructions about handling this confidential information during these contacts.

In the course of our treatment relationship, it may become necessary to make contact with you regarding the business operations and developments of Jewish Family Services. Generally, these contacts will be made by mailings to your home address. All efforts will be made to assure full confidentiality during these mailings. Please indicate below any alternate mailing address if you wish to receive mail from our office at an address other than your home.

Signature of Client

Date

425 E 63rd St, Kansas City, MO 64110
ph. (816) 333-1172 fax (816) 333-1776

5801 W. 115th St., Suite 103, Overland Park, KS 66211
ph. (913) 327-8250 fax (913) 327-8222



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and entered into _____, 20__ (the “**Effective Date**”) by and among **Jewish Family Services**, a Missouri non-profit corporation (“**JFS**”), and the undersigned participant (“**Participant**”) in the Help@Home Program (the “**Program**”).

WHEREAS, JFS, through the Program, provides certain services to Program participants including, but not limited to, minor home repairs, computer trouble-shooting, safety inspections, home modifications, and information and referral services (“**H@H Services**”); and

WHEREAS, Participant desires to participate in the Program, and JFS agrees to provide the H@H Services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Responsibilities of JFS.

JFS shall provide H@H Services to Participant.

2. Responsibilities of Participant.

Pursuant to the terms of this Agreement, Participant shall pay the Fees (defined in Section 4.1) in exchange for the H@H Services.

3. Term; Termination; Effect of Termination; Cause.

3.1 Term. This Agreement shall extend for a period of one (1) year from the Effective Date (the “**Initial Term**”). Thereafter this Agreement shall continue for additional one-year periods without any action on the part of either JFS or Participant. The Initial Term and any continuations of such term shall be referred to herein collectively as the “**Term**”.

3.2 Termination. Either JFS or Participant may elect to terminate this Agreement without cause (as defined below) upon thirty (30) days’ prior written notice to the other party (“**Termination Notice**”). Either party may terminate this Agreement for Cause (as defined below) upon prior written notice to the other party as described below. JFS may terminate this Agreement pursuant to Section 4.3. The date of termination, whether or not for Cause or pursuant to Section 4.3 of this Agreement, shall be described herein as the “**Termination Date**”.

3.3 Effect of Termination. Upon termination of this Agreement for any or no reason, Participant shall be obligated to pay any amounts due and owing under this Agreement within forty-five (45) days of the Termination Date.

3.4 Definition of “Cause”. If either party, after receiving written notice of a material failure to perform under this Agreement (each such failure considered a “**Breach**”), fails to cure or substantially implement a process to cure the Breach within five (5) days thereafter, the non-breaching party shall be entitled to terminate this Agreement. Such Breach and failure to cure as described herein shall constitute “**Cause**” for purposes of this Agreement.

4. Fees; Supply Reimbursement Fee; Billing; Payment; Charter Member Discount; Annual Prepayment Fee Refund; Responsibility for Supply Reimbursement.

4.1 Fees. In consideration for H@H Services, and subject to Section 4.5, Participant agrees to pay to JFS a service fee in the amount _____ per month (“**Monthly Fee**”) or an annual prepayment of _____ (“**Annual Prepayment Fee**”), subject to any adjustments agreed to by the parties. The Monthly Fee, Annual Prepayment Fee and Supply Reimbursement Fee (defined in Section 4.2) are collectively referred to herein as the “**Fees**”.

4.2 Supply Reimbursement Fee. Participant agrees to reimburse JFS for any and all supplies purchased to render H@H Services by Program volunteers, the Community Handyman or any other individual providing H@H Services (“**Supply Reimbursement Fee**”).

4.3 Billing. JFS shall provide invoices to Participant in accordance with Program billing procedures, as may be amended from time to time.

4.4 Payment. Payment for all Fees shall be due and owing within thirty (30) days after the date of the invoice. If JFS does not receive the full amount of Participant’s account balance within thirty (30) days from the date of the invoice, the account shall be suspended. If the account is not paid in full within sixty (60) days from the date of the invoice, JFS may terminate the H@H Services for Cause without providing Participant the five (5) day notice and cure period set forth in Section 3.4.

4.5 Annual Prepayment Fee Refund. If this Agreement is terminated for any reason and Participant elects to pay the Annual Prepayment Fee the year termination occurs, Participant will receive a pro rata refund for the prepaid months remaining in the prepaid year at the time of the Termination Date. For the purpose of this Section 4.4, Participant shall pay for H@H Services for the entire month in which the Termination Date occurs. If this Agreement is terminated for any reason and Participant is paying the Monthly Fee at the time of termination, Participant shall pay the entire Monthly Fee for the month during which the Termination Date occurs.

4.6 Participant Responsible for Supply Reimbursement Fee. If a supply is purchased and the Termination Date occurs prior to the first week of the next month, Participant is still responsible for paying the Supply Reimbursement Fee pursuant to Section 3.3 of this Agreement.

5. Waiver of Warranties and Limitation of Liability.

THE H@H SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ALL POTENTIAL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NEITHER PARTY SHALL HAVE ANY LIABILITY HEREUNDER FOR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY INDIRECT DAMAGES OF ANY KIND WHATSOEVER. WITHOUT LIMITING THE FOREGOING IN ANY RESPECT, IN NO EVENT MAY THE TOTAL LIABILITY OF JFS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS AND CONTRACTORS EXCEED THE AMOUNT PARTICIPANT HAS PAID JFS HEREUNDER. IF THE FOREGOING EXCLUSION AND/OR LIMITATION IS NOT PERMITTED UNDER APPLICABLE LAW, THE EXCLUSION AND/OR LIMITATION SHALL BE GIVEN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Notice.

All notices relating to this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, return receipt requested, to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated. Notices shall be delivered to the addresses set forth on the signature page to this Agreement unless a party gives notice to the other party of a different address.

7. Complete Agreement.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by both parties hereto.

8. Waiver.

No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

10. Applicable Law.

This Agreement and any dispute arising from this Agreement shall be construed in accordance with and governed by the internal laws of the State of Kansas, without regard to the principles of conflicts of law.

11. Succession and Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

12. Drafting.

No provision of this Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the drafting provisions of this Agreement.

13. Severability.

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision, to the extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JFS:

JEWISH FAMILY SERVICES

By: _____

Name: _____

Title: _____

ADDRESS/PHONE#/AUTHORIZED RECIPIENT

Jewish Family Services
5801 West 115th Street, Suite 103
Overland Park, KS 66211
Attention: Sondra Atherly
(913) 327-8250 - Main
(913) 327-8222 - Fax

PARTICIPANT:

ADDRESS/PHONE#/AUTHORIZED RECIPIENT:

GUARDIAN:



PLEASE READ CAREFULLY.
THIS IS A LEGAL DOCUMENT WHICH
AFFECTS YOUR LEGAL RIGHTS.

PARTICIPANT LIABILITY RELEASE, WAIVER AND ACKNOWLEDGMENT AGREEMENT

THIS PARTICIPANT LIABILITY WAIVER, RELEASE AND ACKNOWLEDGEMENT AGREEMENT (this “Agreement”) by _____, his/her successors and assigns, heirs, legal representatives and executors (collectively referred to herein as “Participant”), in favor of Jewish Family Services of Greater Kansas City, its successors and assigns, directors, officers, employees, staff and volunteers (collectively referred to herein as “JFS”), is executed this ____ day of _____, 20__.

Help@Home Program services include, but are not limited to, the following: minor home repairs, computer trouble-shooting, safety inspections and minor home modifications, and information and referral services (“H@H Services”). The H@H Services will be provided by the Community Handyman, JFS’ volunteers (“Volunteer(s)”), case workers and occupational therapists, contracted through JFS. Participant desires to participate in the Help@Home Program. In consideration for JFS allowing such participation, Participant does hereby freely execute this Agreement under the following terms and conditions:

Release and Waiver. By signing this Agreement, Participant hereby releases, waives and discharges any and all liability, claims, demands or rights of action, in law or equity, for personal injury or property damage, known or unknown, of whatever kind or nature against JFS arising out of, related to, or resulting from H@H Services.

Warranties. Participant acknowledges and agrees that JFS makes no warranty of any kind whatsoever, expressed or implied, for the H@H Services including, but not limited to, any express warranty given by the Community Handyman or Volunteer; and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by JFS.

Reimbursements. By signing this Agreement, Participant agrees to fully reimburse JFS for any and all supplies purchased by the Community Handyman to provide the H@H Services at the time of purchase.

Miscellaneous. Participant acknowledges that the Community Handyman and Volunteers are not necessarily licensed or bonded professionals. Participant agrees that this Agreement is permitted and governed exclusively by the laws of the State of Kansas, irrespective of choice of law principles. In the event any clause or provision of this Agreement is ruled invalid, the invalidity of such clause or provision shall not affect the remaining provisions of this Agreement which shall continue to be enforceable. This Agreement sets forth the entire agreement between the parties with respect to the subject matter contained herein and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by both parties hereto.

I, the undersigned Participant, have carefully read this Agreement and fully understand its contents. I am aware that this is a release and waiver of liability in favor of JFS. I am aware that in the event I suffer loss or injury as a result of the negligence or fault of JFS, its agents, employees or volunteers, the terms of this Agreement shall apply. Further, I am aware that I have given up substantial rights by voluntarily signing this Agreement.

Date

Signature

Name (printed)

Street Address

City, State, Zip Code

Phone Number

Guardian



Common Repairs & Chores (as of 10/2019)

Kitchen & bathroom caulking
Installing locks & deadbolts
Cleaning gutters (spring only)
Adjusting doors, fixing hinges, etc
Replacing toilet flappers, handles and other mechanisms; changing toilet seats
Programming garage doors and remotes
Replacing bad electrical switches & outlets
Installing faucets, garbage disposals and other minor sink repairs
Unclogging sinks if traps are exposed
Installing grab bars & handrails
Installing smoke detectors & batteries
Replacing thermostats & batteries
Installing & removing window a/c units
Minor cabinet repairs
Minor drywall repairs
Minor fence & gate repairs
Replacing light fixtures & fans
Repairing screen doors, storm doors, windows & screens
Replacing doorbells
Replacing furnace filters & cleaning dryer vents
Weather stripping
Assembling furniture
Changing light bulbs
Flipping &/or turning mattresses
Hanging pictures, bird feeders, hooks, mirrors, etc
Moving boxes & furniture (no more than 10 boxes per trip, no more than 50 lbs each)
Hooking up electronics
Setting up new computers & printers, basic computer troubleshooting (by volunteers)



Common Troubleshooting Requests Help@Home Supports

Internet connection not working
Problems with email programs
Website questions
Printer problems
Fax/scanner problems
Photo/image questions
Slow computer
Anti-virus issues/renewals
Basic computer/Windows training
Install applications
New computer setup
Viruses/spyware
System backups

Requests we may not be able to handle

Operating system upgrades
RAM upgrades
Anything that involves opening the computer case

JEWISH FAMILY SERVICES
AUTHORIZATION FOR PHOTOGRAPHIC RELEASE & CONSENT FORM

Authorization to use, disclose and photograph protected health information:

I, _____, permit Jewish Family Services of Greater Kansas City (JFS) to obtain photographs of myself for educational and/or public relation purposes. This consent includes the storage, retrieval, and reproduction of information or images. Photographs, videos, tapes, negatives, and digital media from which images are made shall be the property of JFS which shall have the right to publish, reproduce, distribute, and make other uses free of all claims on my part.

I agree that the photographs and information relating to my case may be published or used for purposes which JFS deems proper. These uses may include lectures, public relations and professional articles and brochures. I understand that I shall not be identified by name in any such publication or use without my permission. I understand that my facial features may be visible and/or recognizable.

I hereby release JFS, their personnel, and any other persons participating in my case or dealing with the photographs from any and all liability which may or could arise from the taking or use of such photographs.

I affirm that everything in this form that was not clear to me has been explained and I believe I now understand all of it.

Signature of client or representative*

Date

Printed name of client or representative

Relationship to client

☐ I acknowledge that I received a copy of this completed form

Signature of staff personnel

Printed name of staff personnel

Date

Signature of photographer

Printed name of photographer

Date

* If the client is a minor or is unable to consent in writing for any reason, consent must be obtained on the client's behalf by a parent or legal guardian.

Help@Home Payment Authorization

Name(s): _____

Address: _____

City/State/Zip: _____ Phone: _____

I agree to the following payment plan:

☐ **ANNUAL PAYMENT (for 12 months of service)**

- ☐ Payment is enclosed
- ☐ Charge in full to my credit/debit card (Please complete authorization below)

Payment in full amount: \$ _____

☐ **MONTHLY INSTALLMENT**

- ☐ Charge to my credit/debit card (Please complete authorization below. Your card will be charged the last week of each month for the upcoming month).
- ☐ Please invoice me (you will receive an invoice during the first week of every month for the following month's fee).

Monthly payment amount: \$ _____

☐ **QUARTERLY INSTALLMENT**

- ☐ Charge to my credit/debit card (Please complete authorization below. Your card will be charged the last week of each quarter for the upcoming quarter).
- ☐ Please invoice me (you will receive an invoice during the first week of every quarter for the following quarter's fee).

Quarterly payment amount: \$ _____

I understand if payments are not made in accordance with this plan, I surrender all membership privileges and program participation for all family members on my account. This agreement may be cancelled by either party with 30-days written notice. This agreement shall be renewed automatically for succeeding terms of one year each, unless either party gives advance written notice to the other of at least 30 days.

Signature: _____ Date: _____

CREDIT/DEBIT CARD PAYMENTS

- ☐ Debit ☐ Credit
- ☐ MasterCard ☐ VISA ☐ Discover ☐ American Express

Name on card: _____ Card #: _____

Verification Code: _____ Exp. Date: _____

I authorize Jewish Family Services to charge payments for my membership dues as described above.

Signature: _____ Date: _____