jfs KC Help@ Home Membership Application

Welcome!

Help@Home is a membership-based program available to adults ages 60 and older or adults with disabilities who live in portions of Jackson County, MO and Johnson County, KS.

This practical, innovative program is designed for those who are still living independently and proud of it. For a monthly fee, you can hand your "to do" list to us and we will take care of your minor home repairs and chores.

Help at Home provides the tools and services for Older Adults to remain independent, comfortable and in control of their daily lives for as long as they choose to stay in their home.

Please review and sign the following documents to get started in Help at Home. This application packet includes: Client Information Sheet Help at Home Service Agreement Participant Liability Waiver Confidentiality & Grievance Acknowledgement Form Financial Assessment Form (only applicable for any membership \$40/month or lower) Membership Fee Guide Payment Authorization Form

All other pieces of information are yours to keep for your records! We look forward to serving you! If you have any questions, please call Help at Home at 913-981-8880.





	Date			
Client Contact Information				
Client Legal Name	P	referred Name (if different)		
Address	City	State	Zip Code	
County	Email			
Primary Phone	🗆 Cell 🗆 Home 🛛] Work		
Secondary Phone	Cell 🗆 Home 🗆 Work			
Can we text you? Primary Secondary Neither Can we leave you a voicemail? Primary Secondary Neither				
Preferred Pronoun 🗆 He/Him 🗆 She/Her 🗆 They/Them 🗆 Prefer to Specify				
Emergency Contact Name	I	Relationship to Client		
Phone	🗆 Cell 🗆 Hor	ne 🗆 Work Email		

Client Demographic Information

Date of Birth (MM/DD/YYYY) Preferred Language					
Gender Identity 🗆 Male 🗆 Female 🗆 Non-binary 🗆 Transgender Male 🗆 Transgender Female 🗆 Prefer to Specify					
Race 🗆 African-American 🗆 Asian 🗆 Caucasian 🗆 Hispanic 🗆 Bi-Racial 🗆 Native American 🗆					
Jewish? (Tracked for reporting purposes only) \Box Yes \Box No					
Number in Household (including you)					
Gross Annual Household Income (Amount made before taxes for all wage-earners in household)					
Are you a Veteran? Yes No					
Disability (<i>if applicable</i>) Vision Hearing Mobility Other					

Legal Guardian Contact Information (if applicable)

Name	_ Relationship to Client		
Phone	_ 🗆 Cell 🗆 Home 🗆 Work Email		
Address	City, State	_Zip Code	



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 troubleshooting, 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"**.

33 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 owed 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.

The client below has executed this Agreement as of the date first above written.

PARTICIPANT NAME:

PARTICIPANT SIGNATURE:

ADDRESS/PHONE#/AUTHORIZED RECIPIENT:

GUARDIAN (IF APPLICABLE):



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

PARTICIPANT LIABILITY RELEASE, WAIVER AND ACKNOWLEDGMENT AGREEMENT

AGREEMENT (this " <u>Agreement</u> ") by	, his/her successors
and assigns, heirs, legal representatives and e	executors (collectively referred to herein as
"Participant"), in favor of Jewish Family Service	es 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 ("<u>H@H Services</u>"). The H@H Services will be provided by the Community Handyman, JFS' volunteers ("<u>Volunteer(s)</u>"), 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



JFS Procedures and Privacy Practices Acknowledgement and Consent to Services

By initialing next to the following form names, I acknowledge I have received or been offered a copy of each document and have had the opportunity to review and understand these procedures and privacy practices to my satisfaction. I also understand that if these procedures and/or privacy practices change, I have the right to receive copies of the updated versions. I understand I can request restrictions on how JFS uses my protected health information for ride scheduling, payment, or care coordination. Though Jewish Family Services does not have to agree to the restriction, I understand that if they do, the restriction must be honored until either JFS or I revoke it.

____ HIPAA Notice of Privacy Practices

_____ JFS Client Rights and Grievance Procedure

I understand that when enrolled in more than one JFS service, information necessary for coordinating my care may be shared between program staff. Information about my rights and responsibilities as a client of Jewish Family Services has been provided to me. I understand that no promises have been made to me as to the results of the services provided. I also 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 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 JFS services of which I will be a client. I understand that shared goals in conjunction with agency staff and reviewing success in the program are done with my best interest in mind. I agree to play an active role in this process.

My signature below acknowledges that I understand and agree with the statements above.

Client Name	
Client Signature (or Legal Rep	presentative)
Date Signed	
\Box JFS Staff was unable to obtain	the client's signature and verbal consent was given in its place.
Staff Name	Date Consented



FINANCIAL ASSESSMENT FORM- 2023

Please complete this form ONLY if requesting assistance based upon annual household income for a membership fee of \$40/month or less! Otherwise, you may disregard this form.

CLIENT NAME: _____

NUMBER OF PEOPLE IN HOUSEHOLD: _____

ANNUAL HOUSEHOLD INCOME: _____

- Please include proof of income. Some examples would include SS or SSDI award letter, paycheck, retirement statement, monthly bank statement, or unemployment letter. If proof of income is not provided a discounted rate will not be given.
- 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 qualifies for Sliding Scale	Yes orNo	
Staff Name		



MONTHLY MEMBERSHIP PRICING GUIDE

Based on your annual income and household number, use the grid below to determine your monthly membership fee for Help@Home. Select the annual income that is closest to your household and under the number of people in your household (1 or 2). Move to the right and select if you would like Help at Home, or Help at Home Lite (for Apartments). Please call the Help@Home Team at 913-981-8880 or email helpathome@jfskc.org if you have any questions!

If you will be paying \$40/month or less, please also fill out the financial assessment form enclosed in the application.

% Federal Poverty Level Annual Income		I Income	Monthly Membership Cost - H@H	Monthly Membership Cost - H@H Lite	
1	2	Wontiny Membership Cost - H@H	Wonting Weinbersnip Cost - Herr Lite		
100%	\$12,760	\$17,240	\$10.00	\$10.00	
150%	\$19,140	\$25,860	\$20.00	\$10.00	
200%	\$25,520	\$34,480	\$30.00	\$20.00	
250%	\$31,900	\$43,100	\$40.00	\$20.00	
300%	\$38,280	\$51,720	\$50.00	\$30.00	
350%	\$38,280	\$60,340	\$60.00	\$30.00	
400%	\$44,660	\$68,960	\$70.00	\$40.00	
450%	\$51,040	\$77,580	\$80.00	\$40.00	
500%	\$63,800	\$86,200	\$90.00	\$50.00	

Help at Home Payment Authorization- Please select ONE option

Client Name(s): _____

Based on the sliding scale fee chart* enclosed in the application, my monthly membership will be \$______. *If you are paying less than \$50/month, please make sure to fill out the financial assessment enclosed.

□ ANNUAL PAYMENT (for 12 months of service)

□ Payment is enclosed

Charge in full to my credit/debit card (Please complete authorization below). Your card will be charged on the first day of each annual renewal cycle, unless you specify another day for the annual charge. We can take your card information over the phone. Please sign this form, and indicate you would like a call to take your card information.

Payment in full amount: \$_____

□ MONTHLY INSTALLMENT

Charge to my credit/debit card (Please complete authorization below. Your card will be charged the 1st of each month for the upcoming month unless you specify another day for the monthly charge). We can take your card information over the phone. Please sign this form, and indicate you would like a call to take your card information.

Monthly payment amount: \$_____

QUARTERLY INSTALLMENT

Charge to my credit/debit card (Please complete authorization below. Your card will be charged the first day of each quarter for the upcoming quarter unless you specify another day for the quarterly change). We can take your card information over the phone. Please sign this form, and indicate you would like a call to take your card information.

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:	
Date.	

PLEASE	COMPLETE	AND RETURN	TO JFS
--------	----------	------------	--------

-			
CREDIT/DEBIT CARE) PAYMEN	ITS	
🗆 Debit 🛛 Credit			
MasterCard	🛛 VISA	Discover PAmerican Express	
Please charge my ca	rd on the	of the month.	
Name on card:			
Card number and in	formation	will be taken when paperwork is received,	
and first appointme	nt is sched	luled. Please sign below, authorizing us to	
charge your card upon receipt.			
I authorize Jewish Family Services to charge payments for my membership dues as			
described above.			
Signature:		Date:	