



CLIENT AGREEMENT AND RELEASE OF LIABILITY

Document 1

I understand that I am participating in the MANNA meal delivery program (the "Meal Delivery Program"), in which food prepared by MANNA will be delivered to my home by a MANNA staff member or volunteer (a "MANNA Person"), and which may or may not include nutrition counseling. In exchange for my being allowed to participate in the Meal Delivery Program, I agree to the following:

I am aware that services from MANNA are free of charge and that it is a temporary program. MANNA's services **will not** affect eligibility for other public benefits, i.e. SNAP/food stamps.

I agree to be home between the hours of 8:00am and 5:30pm on my delivery day to get my meals. I must call at least two days ahead to cancel or change my delivery, 215-496-2662 x2.

I understand that if I miss 2 deliveries in 4 weeks or 6 deliveries in 6 months, MANNA has the right to stop and/or cancel my services.

I agree to call Client Services right away at 215-496-2662 x5 to inform them of any changes in my address or phone number.

I have advised the healthcare provider who completed my referral to MANNA of any and all food allergies that may affect my participation in the Meal Delivery Program.

I will treat MANNA staff and volunteers with respect and will not be improper or verbally/physically abusive to staff or volunteers. Failure to comply will result in cancellation of service.

I know that all clients must agree to follow these rules and that MANNA has the right to stop and/or cancel services at any time if I do not comply with these set rules.

I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with or arising out of my participation in the Meal Delivery Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Meal Delivery Program.

I hereby release MANNA and its affiliates, directors, employees, agents, volunteers, donors, representatives, successors, and assigns (each, a "MANNA Party"), from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Meal Delivery Program (a "Claim"). This release does not impact my ability to bring claims against MANNA or a MANNA Party for such party's gross negligence or criminal actions.

This Agreement shall be binding upon my heirs, executors and administrators, and shall inure to the benefit of MANNA and each MANNA Party.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I ATTEST THAT I AM OF LEGAL AGE AND MAY SIGN THIS RELEASE ON MY OWN BEHALF WITHOUT CONSENT OF A GUARDIAN. I AM SIGNING THIS RELEASE VOLUNTARILY.

Document 1 of 3

Please review and keep this copy for your records.

CONSENT FOR ASSISTANCE WITH MEAL DELIVERY

Document 2

I understand that while participating in the MANNA meal delivery program (the "Meal Delivery Program"), in which food prepared by MANNA will be delivered to my home by a MANNA staff member or volunteer (a "MANNA Person"), it may be necessary for me to request that a MANNA Person enter my home for the purpose of delivering meals to me. I understand that no MANNA Person will enter my home unless I request that he or she assist with the meal delivery.

When I have requested assistance with the delivery, I agree to allow MANNA Persons to enter my home and kitchen through an unlocked door without me physically opening the door, for the purpose of delivering my MANNA meals. I reserve the right to request, at any time, that MANNA Persons no longer enter my home.

I agree to create a safe environment in my home to prevent any injuries to the MANNA Person while in my home. I understand that it is my responsibility to keep the entryway to my home, the walkway to my kitchen, and my kitchen free from any items that could endanger the health or safety of the MANNA Persons.

I will not hold MANNA responsible for any loss, damage, or injury caused by anyone else entering my unlocked home.

I hereby release MANNA and its affiliates, directors, employees, agents, volunteers, donors, representatives, successors, and assigns (each, a "MANNA Party"), from any and all liability for, and waive any and all claims for, injury, loss, or damage, including attorneys' fees, in any way connected with the delivery of MANNA meals to my home. This release does not impact my ability to bring claims against MANNA or a MANNA Party for such party's gross negligence or criminal actions.

This Agreement shall be binding upon my heirs, executors and administrators, and shall inure to the benefit of MANNA and each MANNA Party.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I ATTEST THAT I AM OF LEGAL AGE AND MAY SIGN THIS RELEASE ON MY OWN BEHALF WITHOUT CONSENT OF A GUARDIAN. I AM SIGNING THIS RELEASE VOLUNTARILY.

Document 2 of 3

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CLIENT RELEASE OF MEDICAL INFORMATION & PRIVACY NOTICE

Document 3

I acknowledge that I have received and reviewed MANNA's Notice of Privacy Practices. This information is also available on MANNA's website at <https://mannapa.org/services/for-clients>.

I authorize MANNA to release any relevant information to my care providers. This release is reciprocal, i.e., I am giving my permission for all parties identified above to communicate back and forth with one another. I understand that all information obtained by MANNA will remain confidential and will be used or disclosed as permitted by MANNA's Notice of Privacy Practices.

Please specifically note that MANNA participates with one or more secure Health Information Organization ("HIO") networks, including an HIO called HealthShare Exchange of Southeastern Pennsylvania, Inc., ("HSX") which makes it possible for MANNA to share your health information electronically through a secure connected network.

MANNA may share or disclose your health information to HSX and other secure HIOs, including HIOs contracted with the Commonwealth of Pennsylvania, and even HIOs in other states.

Other health care providers, including physicians, hospitals and other health care facilities, that are also connected to the same HIO network as MANNA can access your health information for treatment, payment and other authorized purposes, to the extent permitted by law.

You have the right to "opt-out" or decline to participate in having MANNA share your health information through networked HIOs. If you choose to opt-out of data-sharing, through a verbal or written request, MANNA will no longer share your health information through an HIO network. You may exercise your right to "opt out" from having MANNA share your health information through networked HIOs by contacting MANNA directly.

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Please review and keep this copy for your records.

NOTICE OF PRIVACY PRACTICES

MANNA
Metropolitan Area Neighborhood
Nutrition Alliance

420 North 20th Street, Philadelphia, PA 19130
www.mannapa.org
Privacy Officer: Nicole Laverty
Email: privacy@mannapa.org
Tel: 215-496-2662 x135



Your Information. Your Rights. Our Responsibilities.

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.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

continued on next page

Your Rights *continued*

Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
 - We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make).

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/**.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

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How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone’s health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers’ compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

MANNA participates with one or more secure health information organization networks (HIOs), which makes it possible for MANNA to share your Health Information electronically through a secure connected network. MANNA may share or disclose your Health Information to secure HIOs, including HIOs contracted with the Commonwealth of Pennsylvania, and HIOs in other states.

Other health care providers, including physicians, hospitals and other health care facilities, that are also connected to the same HIO network as MANNA can access your Health Information for treatment, payment and other authorized purposes, to the extent permitted by law.

You have the right to opt out or decline to participate in having MANNA share your Health Information through networked HIOs. If you choose to opt out of data-sharing, through a verbal or written request, MANNA will no longer share your Health Information through an HIO network.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Effective January 1, 2019

This Notice of Privacy Practices applies to the following organizations.

MANNA
420 North 20th Street, Philadelphia, PA 19130
Tel: 215-496-2662 x5
www.mannapa.org

*Privacy Officer: Nicole Laverty
Email: nlaverty@mannapa.org
Tel: 215-496-2662 x135*



CLIENT SIGNATURE PAGE

Please sign and date below acknowledging receipt of and agreement with MANNA's **Client Agreement and Release of Liability** (Document 1), **Consent for Assistance with Meal Delivery** (Document 2), and **Client Release of Medical Information & Privacy Notice** (Document 3). By signing and acknowledging receipt of said documents, you agree to be bound to the provisions thereof.

Name (print): _____

Signature: _____

Date: _____