



Memory Opportunity Referral/Prescription Packet

Instructions to Referral Agent:

Memory Opportunity referral candidates must meet all the eligibility requirements listed below. Please submit the referral form by scanned via email or fax.

Eligibility Requirements:

Referral candidates must initial, acknowledging you meet each requirement.

1. _____ Be referred directly from their treating oncologist
2. _____ Have at least one (1) child age between the ages of three (3) and eighteen (18). Only one child must meet the age requirement.
3. _____ Have late stage cancer with a life expectancy of 12 months or less. Please feel free to call Kerry McGavin, our WOW! Director, to discuss a timeout timetable for your patient/family.
4. _____ The oncologist will clear the patient for travel.
5. _____ Referrals must **NOT** have previously participated in an adult dream, wish or any other similar program.

Instructions: Please PRINT Sections I – VIII. To be eligible, all forms must be fully completed, including required signatures. All participants must sign the Participant Consent Form. Parents must sign for minor children.

Referral candidates will be contacted after the Memory Opportunity referral package, including **all** forms, has been received and eligibility confirmed. **Please print neatly to ensure everything is read accurately.** To confirm being cleared for travel we will need to review the referral form with the Social Worker or Oncologist to confirm eligibility, prior to contacting the family.

Please email or fax the completed referral package to:

Email: kmcgavin@jajf.org
Fax #: (404) 920-2139

Should you have any questions, please do not hesitate to contact the WOW! Experience Director, **Kerry McGavin at (310) 880-7767** or email at kmcgavin@jajf.org.

Thank you for allowing JAJF the opportunity to provide to a critical and cherished timeout (a "WOW! Experience[®]" or "Memory Opportunity" as the context may require) for your patient and his/her family.



SECTION I

Referral Information Form

Instructions: Please input information regarding the referral candidate family.

Referral/Patient Information: (As listed on your driver's License)

Last Name: _____ First Name: _____ M.I.: _____

Date of Birth: _____ SS#: _____

Spouse Name: Last Name: _____ First Name: _____ M.I.: _____

Spouse Date of Birth: _____

Address: _____

City: _____ State: _____ Zip code: _____

Home Phone: (_____) _____ - _____

Work: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Spouse's Cell: (_____) _____ - _____

E-mail Address: _____ Spouse Email: _____

Names of Children. Dates of Birth and Gender. :

Name: _____ Date of Birth: _____ Gender: M/F

Name: _____ Date of Birth: _____ Gender: M/F

Name: _____ Date of Birth: _____ Gender: M/F

Name: _____ Date of Birth: _____ Gender: M/F

Emergency Contact Information:

Last Name: _____ First Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Home Phone: (_____) _____ - _____

Work: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

E-mail Address: _____



SECTION II

Demographic and Statistical Information Form

Instructions: Please input requested demographic and statistical information. This section is required for confidential statistical (and generic) purposes as The National Cancer Institute may track the short and long term benefits of the JAJF program. JAJF will not share your personal information with outside organizations Please circle one (1) answer or write in an answer, as appropriate.

Please note, income is not a consideration in the eligibility of families.

Ethnicity of Referral:

- African American
- Asian
- Caucasian
- Hispanic
- Native American
- Other

Total Family Income of Referral Family:

- Less than (<) \$25,000
- \$25,001-\$50,000
- \$50,001-\$100,000
- \$100,001-\$150,000
- \$150,001-\$200,000
- Greater than (>) \$200,000

How did you hear about JAJF?

- Oncologist Referral
- Television/Media Please specify? _____
- Friend Name: _____
- Previous JAJF recipient If so, name so we may thank them _____
- Other Please specify _____

Have you or a member of your family served in the military? Yes/No (Please circle one)

If yes, please provide dates of service, branch served and relationship to patient.

Patient's Occupation: _____

Patient's Employer: _____

Spouse's Occupation: _____

Spouse's Employer: _____



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Late Stage Cancer
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Treating the families; not the cancer®

SECTION III

HIPAA RELEASE FORM

TO:

(Physician)

(Physician's Address)

(Physician's Telephone Number)

RE:

(Patient - Print Name Legibly)

(Patient's Date of Birth)

I authorize the use and disclosure to The Jack & Jill Late Stage Cancer Foundation ("JAJF") of protected health information about Patient as described below:

Information that may be used/disclosed: All protected health information relating to Physician's assessments of: (a) whether Patient is medically eligible for JAJF's services; and (b) if so, whether his/her desired Memory Opportunity is medically appropriate. In addition, Physician is authorized to fill out, sign and provide to JAJF's forms that JAJF may require, including forms relating to Patient's medical eligibility, the requested Memory Opportunity and medical consideration relating thereto.

Persons authorized to use/discard the information: The Physician identified above, as well as his/her authorized representatives.

Persons authorized to receive the information: Employees or other authorized representatives of JAJF.

Purpose for which information will be used/disclosed: To enable JAJF to obtain: (a) Physician's assessments regarding whether Patient is medically eligible to have a Memory Opportunity granted by JAJF and, if so, whether the requested Memory Opportunity is medically appropriate; and (b) pertinent information relating thereto.

Expiration date/event: This authorization expires once Patient's Memory Opportunity has been granted by JAJF or a final determination has been made that Patient is not eligible to receive a Memory Opportunity.

Statements required by HIPAA: In accordance with the Health Insurance Portability and Accountability Act, I acknowledge the following:

- a. I understand that I may revoke this authorization at any time by so notifying Physician in writing, except to the extent that action has already been taken in reliance on the authorization;
- b. I understand that if the person/entity that receives the information described above is not a healthcare provider or health plan covered by federal privacy regulation, such information will no longer be protected by these regulations and could potentially be re-disclosed by the recipient.

Patient Name

Patient Signature

Date

Patient Representative

Patient Representative Signature

Date



SECTION IV
Referral Candidate's Statement

I hereby warrant and represent that the information provided in Sections I -VIII of the Memory Opportunity Referral Package is accurate. I consent to be contacted by The Jack & Jill Late Stage Cancer Foundation, Inc. ("JAJF"), via phone, fax, mail and/or e-mail at the numbers/addresses provided by me or my Referral Agent in regard to a Memory Opportunity WOW! Experience offered by JAJF.

Referral Candidate Signature: _____

Print Name: _____

Date: _____



SECTION V
Oncology Referral Agent Information Form

Instructions: The referring oncology staff person (“Referral Agent”) should complete this form to provide JAJF necessary contact information.

Contact Information: (Person at oncology office we call, should we need additional information.)

Last Name: _____ First Name: _____ M.I.: _____
Address: _____
City: _____ State: _____ Zip code: _____
Home Phone: (_____) _____ - _____
Work: (_____) _____ - _____
Cell Phone: (_____) _____ - _____
E-mail Address: _____

Name of Hospital/Cancer/Oncology Center/Organization:

Name of Cancer Center: _____
Address: _____
City: _____ State: _____ Zip code: _____
Phone: (_____) _____ - _____

Please list any affiliations with other cancer centers: _____



SECTION VI

Medical Information Form and Conditions

Instructions: This form is to be completed by the patient’s treating physician. Where appropriate, please fill in an answer or mark [X] in the appropriate box.

Physician’s Name: _____

Hospital/Center/Organization Affiliation: _____

Patient’s Name: _____

Diagnosis: _____

Date of Diagnosis: _____

Current life expectancy as of today: _____

1. Activity Level Permitted

- Sedentary
- Moderate
- No Limitations

2. Travel Limitations:

Can walk long distances/use stairs with ease? Yes No

Does your patient require oxygen? Yes. No

Are they still physically active? Yes No

Has patient had any hospital stays in past month? Yes No

Can travel out of home city? Yes No

Can travel for several days? Yes No

Requires “limit exposure to light” such as no beach Yes No

Please specify maximum duration of travel _____

Can fly via commercial airlines? Yes No

Requires ADA Room? Yes No

Do they require a wheelchair? Yes No

Please explain any limitations, activity restrictions or other special needs: _____



SECTION VII
PHYSICIAN'S STATEMENT

Recently, an unusually high percentage of families prescribed to JAJF, were too sick or became too sick to travel. Please note, your patient must be cleared for travel. You, of course, are in the best position to determine if your family (the young Mom or Dad) is well enough to take the trip per our parameters.

Once we receive your paperwork clearing your family for travel, we arrange their trip with them for typically between 1-2 months (around their treatment schedule). However, please adhere to the time frame options in section VI of the prescription form. It is in the interest of no one to try to force a family into the system if there is a likelihood the Dad or Mom will become too ill or is already too frail to travel. Please review the cover page of the prescription form before suggesting or contacting a family. We may call you to discuss their condition prior to contacting the family.

Please also note, you do not need to do anything other than make the referral to JAJF for a prescribed timeout. We will review all details and all travel options with your family. Please review the website to better appreciate, WOW! Experiences® come in all forms and destinations depending on a number of variables. We want to continue to add value to your total cancer care. We will continue to provide cherished, positive memories for these young families. If you have any questions before discussing JAJF with one of your families, please call Kerry McGavin, our WOW! Experience Director at (310) 880-7767.

Physician's Statement

I hereby acknowledge that Section VI has been completed to the best of my knowledge and hereby permit _____ ("Recipient") to participate in the Memory Opportunity offered by The Jack & Jill Late Stage Cancer Foundation, Inc. and acknowledge that Recipient may participate despite the medical limitations listed in Section VI.

Physician's Signature: _____ **Date:** _____

Physician's Contact Information

Last Name: _____ **First Name:** _____ **M.I.:** _____

Address: _____

City: _____ **State:** _____ **Zip code:** _____

Work: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

E-mail Address: _____



SECTION VIII

Memory Opportunity Terms and Conditions

1. **Granting of Memory Opportunity.** The Jack & Jill Late Stage Cancer Foundation (“JAJF”) agrees to make reasonable efforts to pursue the fulfillment of the Memory Opportunity of the person who signs below (“Recipient”) in accordance with the terms and conditions herein (this “Agreement”). JAJF reserves the right, in its sole discretion, to determine whether a Memory Opportunity will be granted to any potential Recipient. JAJF assists with Memory Opportunity requests for only the Memory Opportunity Recipient and such Participants (as defined below) as may be permitted by JAJF in its sole discretion.
2. **Permission to Disclose Medical Condition.** Recipient grants JAJF the right to disclose the nature of Recipient’s medical condition to the extent necessary to determine whether the Recipient qualifies for, and in the fulfillment of, the Memory Opportunity. Furthermore, Recipient grants JAJF permission to obtain medical information about Recipient which JAJF determines in its sole judgment may be necessary for purposes of determining Recipient’s eligibility for, and the fulfillment of, the Memory Opportunity. Recipient authorizes all physicians and medical care providers to provide JAJF with all requested medical information.
3. **Participants in Recipient’s Memory Opportunity.** No person may accompany Recipient during any portion of the Memory Opportunity fulfillment unless permitted by JAJF. If permitted by JAJF, any such persons, including, but not limited to, relatives, friends, and other persons (“Participant(s)”), shall execute any and all agreements as may be required by JAJF, including, but not limited to, waivers, releases, and the Participant Consent Form attached hereto and incorporated herein by reference as Exhibit A (the “Participant Consent Form”).
4. **Assumption of Risk.** Recipient and Participant(s) acknowledge and agree that participation in a Memory Opportunity may involve physical exertion, inherent risks of physical injury, illness (including, without limitation, possible exposure to and contraction of Coronavirus Disease 2019 (“COVID 19”)) or loss of personal property, and Recipient and/or Participant(s) hereby assume any and all risks associated with participation in a Memory Opportunity offered by JAJF, or other JAJF sponsored activity.
5. **Waiver.** Recipient and Participant(s) hereby waive any and all rights Recipient and Participants(s) may have or may hereafter acquire against JAJF, its officers, directors, agents, and employees arising out of any illness (including COVID 19) or injury (including death), damages, or losses suffered by Recipient and Participant(s), or any of them, arising out of or in any way related to the Memory Opportunity, JAJF’s preparation, execution or fulfillment of the Memory Opportunity, or other JAJF sponsored activity, regardless of whether such loss or harm is caused by the active, passive or gross negligence of JAJF or any other person.
6. **Release.** Recipient and Participant(s), together, and each of them individually, do hereby forever release and remise JAJF, its officers, directors, agents, and employees from any and all claims, lawsuits, damages, or losses arising out of or in any way related to JAJF’s preparation, execution or fulfillment of the Memory Opportunity, or other JAJF sponsored activity, and suffered by Recipient and Participants(s), any of them of whatever nature, and of whatever extent, regardless of whether such loss or damage is caused by the active, passive or gross negligence of JAJF or any other person.
7. **Indemnity.** Recipient and Participant(s), together and each of them individually, hereby agree to indemnify and hold harmless JAJF, its officers, directors, agents, and employees of and from any and all losses suffered by JAJF, its officers, directors, agents, and employees as the result of any claim, lawsuit, or action arising out of or relating in any manner to the Memory Opportunity, JAJF’s preparation, execution and fulfillment of the Memory Opportunity, or other JAJF sponsored activity, or to breach by Recipient or Participant(s), of the terms, conditions, representations and warranties contained in Agreement. For the avoidance of doubt, indemnification obligations provided in this Section 7 include, but are not limited to, full payment of any and all reasonable attorneys’ fees and costs incurred by JAJF, its officers, directors, agents, and employees in retaining attorneys of JAJF’s choice to defend any and all such claims, lawsuits, and actions.
8. **Memory Opportunity Expenses.** The expenses JAJF has agreed to pay for are those foreseeable and directly related to the fulfillment of the Memory Opportunity. Such expenses may be detailed and set forth in writing by JAJF prior to the commencement of any Memory Opportunity. Recipient and Participant(s) each understand they may be forced to incur substantial expenses as a result of unforeseen events or circumstances beyond JAJF’s control, especially if fulfillment of the Memory Opportunity involves travel. JAJF shall not have any responsibility or liability for expenses incurred by Recipient and Participant(s), which have not been expressly assumed by JAJF pursuant to this Agreement, which have been caused by unforeseen events, or circumstances beyond JAJF control.

For example, a particular Memory Opportunity may contemplate JAJF paying for certain specific expenses for a specific period of time while Recipient and Participant(s) are traveling away from home. If (i) Recipient and/or Participant(s) medical condition deteriorates so that immediate medical attention and/or hospitalization is necessary, (ii) if Recipient and/or Participant(s) contract, or come in contact with someone who has tested positive for, COVID 19, (iii) or if Recipient and/or Participant(s) travel plans are affected by any travel restrictions or advisories relating to COVID 19, Recipient and Participant(s) may be forced to remain away from home longer than the period of time contemplated by the Memory Opportunity. In the case of each of these examples, it will be the sole responsibility of Recipient and/or Participant(s) to pay for any and all expenses in excess of those for which JAJF has agreed to pay, whether medically-related, for meals and lodgings, including hospitalization, or for other goods, or services of any nature.

9. **Representations and Warranties.** Recipient and Participant(s), both together and each individually, make the following representations and warranties to JAJF:

- (a) they have made a true and full disclosure of all information required in the “Memory Opportunity Referral/Prescription Packet”, as may be modified from time to time;
- (b) they will immediately notify JAJF if and when Recipient’s and/or Participant(s)’ medical condition should deteriorate any time during, prior to, and after fulfillment of the Memory Opportunity;
- (c) they have, or during the fulfillment of the Memory Opportunity will have, full medical insurance, including any additional coverage which may be required with respect to a particular Memory Opportunity; they assume all risk and personal responsibility of failing to carry adequate medical insurance;
- (d) they are able to bear the financial burden of the any and all expenses required to be personally incurred as a result of unforeseen circumstances or events beyond JAJF’s reasonable control; they assume all risk and personal responsibility for such expenses;
- (e) they have not previously been granted a Memory Opportunity by JAJF or another similar experience from another charitable organization;
- (f) in requesting JAJF to fulfill the Memory Opportunity, they are not relying upon nor have they received any counsel or advice from JAJF with respect to the advisability of or the risks attendant to the Memory Opportunity;
- (g) they shall at all times during a Memory Opportunity conduct themselves in a reasonable manner, including, but not limited to, following all guidelines, rules and restrictions of any sponsors of the Memory Opportunity; and
- (h) they shall not at any time prior to, during, or after a Memory Opportunity disparage the Memory Opportunity or JAJF, in any manner whatsoever.

10. **Termination of Memory Opportunity.** JAJF reserves the right, in its sole and absolute discretion, to terminate a Memory Opportunity, including any preparation or fulfillment thereof, at any time for any reason, including, but not limited to, the following: if JAJF should determine that (a) the Memory Opportunity will endanger the health and safety of Recipient and/or Participant(s); (b) Recipient and/or Participants are or will be incapable of appreciating or utilizing the goods, services, or activities related or attendant to the Memory Opportunity; (c) events or circumstances render it impractical, imprudent, or inadvisable to fulfill or continue to fulfill the Memory Opportunity (including, without limitation, health risks and travel restrictions relating to COVID 19); or (d) Recipient and/or Participant(s) have breached or threaten to breach any of the terms, conditions, representations and warranties contained in this Agreement. In the event JAJF terminates the Memory Opportunity, including any preparation or fulfillment thereof, Recipient and Participant(s) agree that JAJF shall not be held liable or responsible for any expenses which Recipient and/or Participant(s) may have incurred in contemplation of the Memory Opportunity.

For the avoidance of any doubt, only JAJF may make a request for resources on behalf of a Memory Opportunity. If Recipient, Participant(s) or anyone having knowledge of such Memory Opportunity uses JAJF’s name to solicit support, the Memory Opportunity will be immediately disqualified and terminated, at JAJF’s sole discretion.

11. **Further Assurances.** Recipient acknowledges that Participant(s) may participate in Recipient’s Memory Opportunity. Recipient hereby agrees that prior to commencement of any Memory Opportunity, each such Participant or any person who receives any benefit whatsoever of a Memory Opportunity shall agree to all of the terms, conditions, representations and warranties in this Agreement by executing a Participant Consent Form. Recipient and Participant(s), agree that they shall, at the request of JAJF, execute and deliver to JAJF any and all further documents that JAJF deems necessary or appropriate in order to prepare, deliver, execute and/or fulfill the Memory Opportunity including, but not limited to, all forms included in the Memory Opportunity Referral Package, such as the HIPAA Release Form, which forms may be changed from time to time by JAJF, as necessary.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the transaction contemplated hereby, and supersedes all prior agreements, arrangements and understandings related to the subject matter. No representation, promise, inducement or statement of intention has been made by any of the parties hereto not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to herein.
13. **Miscellaneous.** This Agreement may be executed in counterparts, any of which shall be deemed to be an original. This Agreement shall not be modified or superseded, except by a writing executed by the parties hereto, including, without limitation, JAJF, Recipient and any applicable Participant(s). This Agreement shall be governed by the laws of the State of Georgia. All parties to this Agreement agree to submit any disputes arising from this agreement first to mediation for a period of 90 days, and if a dispute is not resolvable by mediation, then to final and binding arbitration under the Commercial Rules of the American Arbitration Association, or other rules as may be mutually agreed to by the parties. The place of arbitration shall be Fulton County, Georgia. This Agreement is binding on all heirs, successors, representatives, and assigns of all parties hereto. If any portion of this Agreement shall be determined to be invalid or unenforceable, all other portions shall remain valid and enforceable. The section headings appearing in this Agreement are for convenience and ease of reference only and in no way describe, limit or extend this Agreement or any of its provisions. This Agreement cannot be assigned by either party to a third party without the express written approval of the non-assigning party.
14. **Grant of Right of Publicity And Publicity Authorization.** RECIPIENT AND PARTICIPANT(S) UNDERSTAND AND AGREE THAT FULFILLMENT OF THE MEMORY OPPORTUNITY MAY RESULT IN PUBLICITY, WHETHER OR NOT JAJF ACTIVELY TAKES STEPS TO PUBLICIZE THE MEMORY OPPORTUNITY.
- The Memory Opportunity Recipient and Participant(s) hereby irrevocably authorize JAJF: (a) to publicize and use Recipient's and Participant(s)' likenesses, voices and features, with or without their names, for any publication, promotion, trade, business use, or any other purpose whatsoever; (b) to photograph, videotape, film, and record each participant in any manner JAJF chooses; (c) to copyright, convey or otherwise distribute, now or in the future, any such material involving Recipient and Participant(s) for any purpose to anyone, including the general public, magazines, newspapers, television, radio stations, or anyone else; (d) to publicize, now or in the future, the name of Recipient and Participant(s) including information regarding them, their physical or emotional conditions and the details of any Memory Opportunity granted.
- The Memory Opportunity Recipient and Participant(s) agree that it is not necessary for JAJF or anyone else to contact them prior to releasing any information authorized by this Agreement. Recipient and Participant(s) hereby release, discharge and agree to hold harmless JAJF from all liability, damages, or claims of any kind resulting in or from, or arising from the use, distribution or disclosure of any photographs, films, videotapes, electronic recording or other information regarding Recipients and Participant(s) and the Memory Opportunity.
- Recipient and Participant(s) acknowledge reading and understanding this GRANT OF RIGHT OF PUBLICITY AND PUBLICITY AUTHORIZATION prior to signing it. For any minor participating in a Memory Opportunity, the signature of such minor's parent or guardian is both on behalf of the parent or guardian and on behalf of the participating minor. Recipient and Participant(s) agree that no modification of this Release has been made orally or in writing and this release accurately and fully expresses the understanding of the Memory Opportunity Recipient and Participant(s).
15. **Tax Liability.** JAJF hereby makes no warranty or representation with regard to the tax consequences of Recipient's and Participant(s)' receipt of any services provided by JAJF, including, but not limited to, the Memory Opportunities. Recipient and Participant(s) hereby release, discharge, and agree to hold harmless JAJF from any claim or liability arising out of Recipient's and Participant(s)' receipt of the Memory Opportunity including, without limitation, any potential tax liability.

IMPORTANT: By signing below, you affirm and acknowledge that you have read this Agreement, have received a copy and fully understand its provisions.

Recipient/Referral Candidate Signature: _____

Print Name: _____

Date: _____



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EXHIBIT A

Participant Consent Form

Each participating adult family member must sign this page to be considered (including a caregiver if in place of a spouse). For minors under the age of eighteen (18), please have this form signed by the parent or guardian on behalf of the minor.

I have received, read, and agree to comply with The Jack & Jill Late Stage Cancer Foundation, Inc. Memory Opportunity Terms and Conditions.

1. Participant Signature: _____

Print Name: _____

Date: _____

2. Participant Signature: _____

Print Name: _____

Date: _____

3. Participant Signature: _____

Print Name: _____

Date: _____

4. Participant Signature: _____

Print Name: _____

Date: _____

5. Participant Signature: _____

Print Name: _____

Date: _____

6. Participant Signature: _____

Print Name: _____

Date: _____