

**Ruth's Promise Adult Day Program  
at  
Prince of Peace Lutheran Church  
Agreement**

In consideration of the admission of \_\_\_\_\_(partici  
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to the Ruth's Promise Program at Prince of Peace  
Evangelical Lutheran Church of Pinellas County, Florida,  
Inc.(Ruth's Promise), the participant agrees to the  
following:

**Services**

Ruth's Promise will provide a safe, inviting, therapeutic and enjoyable environment, community and program. Services to be provided include social, health and leisure activities, both individual and group related with the goal of maintaining or maximizing client function and promoting interaction. A snack and lunch will be provided. The day may include a rest period. Care and activities will be individualized according to the needs of the client. Ruth's Promise will provide necessary services if a participant is incontinent or requires equipment such as assistive devices or oxygen, however the participant must provide necessary supplies and equipment. No medications will be given.

Visiting services may be offered including hair, nail or beauty care, vision, dental or hearing consultation, massage or other programs or services as available and desired or needed by participants. Costs for these services will be in addition to the hourly rate and the participant will be notified of the cost and will determine participation. If a special program is planned, there will always be usual

activities provided as well if a participant chooses not to receive the additional services.

### **Attendance**

Participation in Ruth's Promise must be reserved. Cancellation may be made by calling Prince of Peace at 727-585-9969.

If Ruth's Promise is at capacity for participants, a waiting list will be started and participants will be enrolled on a first come, first serve basis. A participant's place in the program will be held for a maximum of 1 month should the participant be ill or leave on vacation.

Prior to admission, the participant and responsible party agree to complete all necessary forms required by Ruth's Promise.

### **Payment**

There is a fee of \$10 per hour for Ruth's Promise. Scholarships are available on a sliding scale basis to those who qualify. Hours and days of operation are Tuesday and Wednesday 9:30AM to 2:30PM. Participants may attend all or part of both or either day but the hours must be reserved. There will be a fee of \$5 per 15 minutes if the participant is not picked up by the closing time. Payment may be made by cash or personal check or credit card.

### **Holidays**

Ruth's Promise will be closed on New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

### **Medical Care**

Ruth's Promise will not assume responsibility for the medical care of the participant. In the event of an emergency or medical need, first aid will be provided, depending on the availability of a nurse and the ability of Ruth's Promise to provide the care. In all cases, the participant's responsible party will be contacted and 911 may be called with the participant transported to emergency care at their expense. All participants will provide Ruth's Promise with any documents necessary for guardianship, power of attorney or advance directives. Skilled care such as dressings or oxygen will be determined on an individual basis considering the needs of the participant and the ability of Ruth's Promise to provide the service.

### **Termination**

Ruth's Promise may terminate a participant's enrollment in the program if it is determined by the staff that Ruth's Promise cannot meet the needs of the participant or if the participant poses an unmanageable risk to self or other participants or staff. Termination may be immediate and without notice but every effort will be made to assist with referral to other resources for assistance.

### **Confidentiality**

The privacy of the participant will be maintained at all times and no information regarding the participant will be disclosed without written consent or as required by law.

### **Personal Property**

Ruth's Promise cannot be responsible for any lost items belonging to the participant. Though every attempt will be made to prevent loss of items, participants are encouraged not to bring valuables to the program.

## **Smoking**

Smoking is not allowed in any building at Prince of Peace Lutheran Church where Ruth's Promise will be held. If staff and time allows, participants may be taken outside to smoke but this will be determined on an individual basis.

## **Binding Arbitration Agreement**

The parties do hereby stipulate and agree that any claim or dispute between them, arising in any manner under the terms of this Agreement or by virtue of any occurrence whatsoever at the premises of the provider, including but not limited to claims for personal injury, shall be settled by binding arbitration. (Arbitration is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties.) The parties hereby stipulate and agree that any such arbitration shall be conducted by one arbitrator selected by mutual agreement of the parties within thirty (30) days of demand which arbitrator shall determine the rules of conduct and procedure. In the event the parties fail to designate an arbitrator by mutual agreement and arbitrator or umpire shall be appointed by the court of jurisdiction pursuant to Section 682.04 Florida Statutes. In any proceedings hereunder, each party agrees to pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitration fees and administrative fees of arbitration. The Florida Arbitration Code (Chapter 672, Florida Statutes) shall govern all matters not otherwise specifically provided hereunder.

Ruth's Promise Adult Day Program does not discriminate on the basis of religion, sex, age or race.

If any provision of this agreement shall be prohibited or adjudicated invalid under applicable law, such provision shall be ineffective to the extent of said prohibition or invalidity, but shall not invalidate the remaining provisions of this agreement.

I understand this Agreement and will participate with the above guidelines.

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Participant or Responsible Party	Date
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Director, Ruth's Promise Adult Day Program at Prince of Peace Evangelical Lutheran Church of Pinellas County, Florida, Inc.	Date
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