Ruth's Promise Adult Day Program Agreement

In consideration of the admission of _____ (participant) to the Ruth's Promise Adult Day 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. If participants require medication during day care hours, participants will only be admitted if medications can be self-administered by participant.

Attendance

Participation in Ruth's Promise must be reserved. Cancellation my be made by calling Ruth's Promise (727-265-2609).

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 served basis. A participant's place in the program will be held for a maximum of one month should the participant be ill or on vacation, unless otherwise agreed upon in a written agreement with the Director. Any participant out more than 30 days will require a reevaluation, or at Director's discretion following hospitalization.

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

Payment

A fee schedule for Ruth's Promise is detailed in the Fee for Service Agreement. Scholarships may be available for those who qualify. Hours and days of operation are Monday through Friday, 9:00 am to 3:00 pm. Participants may attend half or full days, but the hours and days must be reserved ahead of time.

Holidays

Ruth's Promise will be closed on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve 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, basic first aid will be provided, depending on the ability of Ruth's Promise to provide appropriate 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. Care such as oxygen or other equipment 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 at any point and with immediate effect if it is determined by the Director that Ruth's Promise cannot meet the safety needs of the participant or if the participant poses an unmanageable risk to self or others. Termination will only be made after reasonable alternatives have been considered and documented. Ruth's Promise will provide a 15-day notice prior to termination, unless the Director determines the program cannot safely accommodate continued participation.

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 including the spaces where Ruth's Promise will be held. If staff and time allow, participants may be taken outside to smoke, but this will be determined on an individual case by case 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. The arbitrator shall determine the rules of conduct and procedure. In the event the parties fail to designate an arbitrator by mutual agreement, an 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 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 guideline

_____ _____

Participant or Responsible Party Date

_____ _____

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