



Golden Moments Adult Day Health Spa, LLC  
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### Contract for Services Rendered

This agreement is made by and between \_\_\_\_\_ (Participant) and Golden Moments Adult Day Health Spa, LLC (Agency)

Therefore, it is mutually agreed as follows:

#### **Services:**

The Participant hereby employs the Agency to provide following services

- Daily supervision on days chosen on behalf of the Participant
- Hot noon meal and two healthy snacks in a 6 hour day
- Nursing oversight and medication dispensing as directed by Participant's PCP.
- General oversight, supervision, wellness monitoring, activities and socialization

#### **Services not included in price:**

Both parties agree that if the Participant decides to partake in extra services, prior permission must be obtained. Those services include but are not limited to: Massage, Reiki, Haircuts/sets, additional outings or activities with additional fees.

#### **Compensation:**

The Participant understands and agrees the Agency charges bi-weekly for services rendered and payment is due upon receipt of invoices and no longer than 10 days. A late fee may be charged on any overdue invoices.

#### **Retainer:**

The Participant understands and agrees to pay the equivalent of one week in advanced costs before the first day of admission to the Agency. This sum will be held in escrow and will be used toward the last service payment due when adequate notice is given that the Participant intends to terminate services. A 7 day notice in writing must be given to the Agency prior to termination of services.

**Billing:**

Bills for services are generated on a bi-weekly basis. Payment for each bill is due no later than 10 business days from date on bill. Your invoice will include daily rate, any charges for extras not included in daily fee price, fees for additional services not paid directly to service provider. Additional fees and extra charges will have advanced notice and permitted by the POA/Responsible party, unless fee is for late payment, or late pick-ups.

**Late Pick up:**

If Participant is not picked up on time, with no notice, an additional \$15.00 fee will be added to the cost for every half hour over the scheduled pick up time at the discretion of the Agency.

**Rates Effective as of August 1, 2019**

- 6 hour day \$80.00
- 5 hour day \$70.00
- 4 hour day \$60.00
- \$15.00 per ½ hour over schedule

Schedule of Participant:

	Monday	Tuesday	Wednesday	Thursday	Friday
Arrival					
Pick up					

**Absences/Changes in Schedule:**

Staff will be arranged according to need and numbers of Participants per day. We require family/caregiver/ guardian call or email no later than 3pm the day before to notify us of an impending absence, otherwise you will be charged the scheduled rate even if the Participant is absent.

If a change in times/days are needed, a request in writing will need to be given to the Director. We require a 3 day notice in writing for any planned extended leave from the program.

It is important that no Participant come to Agency when they are ill. This adversely affects the other participants and their caregivers and families. Any Participant experiencing upset stomach, diarrhea, body aches, nausea, fever, severe cough, or sore throat should stay home.

**Extra Care:**

In the event the Participant's physical, mental or behavior decline warrants increased care or supervision, additional charges below will occur.

4 hour day \$15.00 extra

6 hour day \$20.00 extra

Over 6 hours \$25.00 extra

Showers are available at an extra rate of \$15.00 per shower. A request for showers will be made in writing to the Director.

**Transportation:**

The Participant understands that transportation is not included in the price of this service. The Participant is responsible for transportation costs, set-up and maintenance. The Agency must be notified in writing of arrival and departure times.

**Termination of Service:**

The Agency requires on week advanced notice to terminate services. This notice must be in writing. The Agency reserves the right to terminate any services for any Participant that is or becomes disruptive to the program, causing harm to him/herself or any other person, or for any other reason the Agency deems necessary for the safety and enjoyment of other Participants and Staff. The Agency will make every effort possible to assist with transition from termination of services.

In consideration of my agreement to participate in the program, I hereby execute this **Waiver and Release from Liability** on behalf of myself, my personal representative, my administrators, my heirs, my next of kin, my survivors, my successors and my assigns as follows:

- A. I WAIVE, RELEASE, DISCLAIM AND FOREVER DISCHARGE from any and all liability for me while participating in activities sponsored by Golden Moments Adult Day Health Spa, LLC., the following entities or persons: Sheryl Fappiano, and all other employees, volunteers, representatives, agents, funders, sponsors and assigns of Golden Moments Adult Day Health Spa, LLC.
- B. I INDEMNIFY AND HOLD HARMLESS the entities and persons specified in paragraph A above from any and all liability, loss, demand, claim or action at law or in equity that may hereafter be made or brought by those individuals or entities as result of any of my actions during my participation in and attendance at the Agency. This agreement obligates me to defend any action brought against the entities and persons specified in paragraph A above as a result of any of my actions during participation in services. Should I refuse to undertake my responsibilities in this paragraph, I will be liable for any attorney's fees and costs incurred by the entities and persons specified in paragraph A above in defending any action brought against them as a result of any of my actions or those of my family members during my participation in services.
- C. I CONSENT to receive medical treatment that may be deemed advisable as a result of any injuries I receive during my participation in this program and agree that I am solely responsible for all costs, including diagnosis, treatment, medical transportation, and evacuation that may become necessary for me or another person as a result of any of my actions during this program. I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the program, however, every effort will be made to ensure that appropriate medical care is obtained in the most appropriate and expeditious manner.

- D. I UNDERSTAND that a medical release of information will need to be provided prior to my participation in the Agency and its services so that necessary information will be on file in the event of a medical or other unforeseen emergency.
- E. I AGREE that any photographs and audio or video recordings taken of me during my attendance at the program may be printed, reproduced and published in any manner anywhere without any further consent by me or my family member without any compensation to me.
- F. This agreement will be interpreted according to the laws of the Commonwealth of Massachusetts and exclusive jurisdiction for any legal claims arising out of it or in connection with the said event shall rest solely with the Commonwealth of Massachusetts, where Golden Moments Adult Day Health Spa is located and incorporated. If any portion of this agreement should be determined by a court to be null and void, the remaining portions of the agreement shall remain in full force.
- G. I CERTIFY that I have read this document and understand its contents in their entirety and have executed this document below without reservation or duress, on behalf of myself, spouse, children, heirs, estate and assigns

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Address\_\_\_\_\_

Phone Number\_\_\_\_\_

Email\_\_\_\_\_