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6 Attorneys for Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 PEOPLE OF THE STATE OF CALIFORNIA,) Case No.: BC 530206
12 Plaintiff,) [Hon. Steven J. Kleinfeld, Dept. 53]
13 vs.)
14 BEVERLY COMMUNITY HOSPITAL) **STIPULATION FOR ENTRY OF**
ASSOCIATION doing business as BEVERLY) **JUDGMENT AND [PROPOSED] ORDER**
15 HOSPITAL,) **THEREON**
16 Defendant.)
17)
18)
19) No Fee Required Pursuant to Govt. Code § 6103]

1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, by and through their
2 attorneys of record, and Defendant BEVERLY COMMUNITY HOSPITAL ASSOCIATION dba
3 BEVERLY HOSPITAL ("Defendant"), by and through its attorneys of record, hereby stipulate
4 and agree as follows:

5 1. The parties to this stipulation are the named parties to the captioned civil suit in the
6 Superior Court of the State of California for the County of Los Angeles.

7 2. This action shall be resolved as to Defendant by entry of the proposed Final
8 Judgment by Stipulation ("Judgment"), a copy of which is attached hereto as **Exhibit 1** and
9 incorporated herein by reference. The Judgment may be signed by any Judge of the Superior
10 Court of the State of California, County of Los Angeles, and entered by the clerk without further
11 notice or motion, provided that this stipulation has been executed by counsel listed below.

12 3. Plaintiff and Defendant stipulate and consent to entry of the attached proposed
13 Judgment without trial or adjudication of any issue of fact or law alleged in Plaintiff's complaint
14 in this action ("Complaint"). Defendant has contested the material allegations of the Complaint
15 and this stipulation does not constitute an admission of liability on their part. Entry of Judgment
16 resolves all matters of dispute between the parties arising from or relating to the facts alleged and
17 contentions raised in the Complaint and the facts underlying those allegations, up to the date of
18 entry of the Judgment. This stipulation and attached proposed Judgment shall not constitute
19 evidence of admission of fault or concession of liability or wrongdoing by any Defendant
20 regarding any allegations of law or fact, alleged either expressly or impliedly, in the Complaint.
21 Further, except for the obligations created by, and expressly reserved in the attached proposed
22 Judgment, the parties acknowledge that this stipulation constitutes a full, final and complete
23 settlement of all claims and charges which could arise from the facts alleged and contentions
24 raised in the Complaint on behalf of the People of the State of California.

25 4. Defendant waives all rights to seek appellate review or otherwise challenge or
26 contest the validity of the proposed Judgment to be entered. Defendant further waives and
27 releases any claim it may have against Plaintiff, its attorneys, employees, representatives, or
28 agents arising out of the commencement or conduct of this action. Except as expressly set forth

1 in the proposed Judgment, nothing entitles any of the parties to seek or to obtain attorney's fees or
2 other litigation expenses or costs under any provision of law.

3 5. Following the execution hereof, the parties shall take such action and execute and
4 deliver such further documents as may be reasonably necessary and appropriate to effectuate the
5 intention of the proposed Judgment.

6 6. This stipulation and the attached proposed Judgment have been prepared based on
7 the joint efforts of the parties. Both are to be construed simply and fairly and not strictly for or
8 against any one of the parties.

9 7. The headings contained in the attached proposed Judgment are for convenience
10 only and shall not be considered for any purposes in construing or interpreting the proposed
11 Judgment.

12 8. During the term of the injunctive provisions in the proposed Judgment, each party
13 shall continue to be represented in connection therewith by the counsel listed below, unless a
14 substitution of attorneys is filed with the Court or counsel is relieved by order of the Court:

15 For the People:

16 Michael N. Feuer, City Attorney SBN 111529
17 Tina Hess, Deputy Chief Assist. City Att'y, SBN 143900
18 Will Jay Pirkey, Deputy City Attorney, SBN 80532
19 Travis Austin, Deputy City Attorney, SBN 212116
20 OFFICE OF THE LOS ANGELES CITY ATTORNEY
21 CRIMINAL BRANCH - COMPLEX LITIGATION SECTION
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24 Telephone: (213) 978-0682/Facsimile: (213) 978-8112
25 Will.Pirkey@lacity.org

26 For Defendant:

27 Daniel W. Doyle, Esq.
28 Sean Hardy, Esq.
DOYLE & SCHAFER
8105 Irvine Center Drive, Suite 520
Irvine, California, 92618

Telephone: (949) 727-7077/Facsimile: (949) 721-1284
shardy@doyleschafer.com

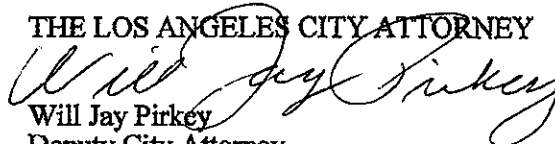
1 All communications by and to the parties in connection with the proposed Judgment shall be
2 through the aforesaid counsel.

3 9. The signatories to this stipulation represent that they have read and fully
4 understand both it and the attached proposed Judgment, and that they are authorized to execute
5 this stipulation and to accept entry of the proposed Judgment.

6 **STIPULATED AND AGREED TO BY:**

7 Dated: December 11, 2013

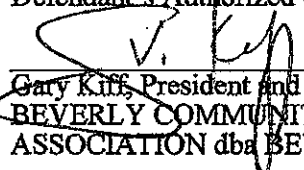
THE LOS ANGELES CITY ATTORNEY



Will Jay Pirkey
Deputy City Attorney
Criminal Branch - Complex Litigation Section
Attorneys for Plaintiff,
THE PEOPLE OF THE STATE OF CALIFORNIA

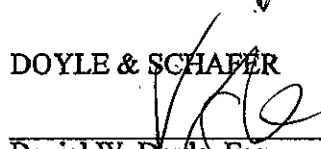
12 Dated: December 03, 2013

Defendant's Authorized Signatory


Gary Kuff, President and CEO
BEVERLY COMMUNITY HOSPITAL
ASSOCIATION dba BEVERLY HOSPITAL

16 Dated: December 04, 2013

DOYLE & SCHAFER


Daniel W. Doyle, Esq.
Attorneys for Defendant
BEVERLY COMMUNITY HOSPITAL
ASSOCIATION dba BEVERLY HOSPITAL

21 **SO ORDERED**

22 Dated: December __, 2013

25 HON.
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 PEOPLE OF THE STATE OF CALIFORNIA,) Case No.: BC 530206
11 Plaintiff,) [Hon. Steven J. Kleinfeld, Dept. 53]
12 vs.)
13 BEVERLY COMMUNITY HOSPITAL) **FINAL JUDGMENT PURSUANT TO**
14 ASSOCIATION doing business as BEVERLY) **STIPULATION [PROPOSED]**
15 HOSPITAL,)
16 Defendant.)
17)
18)
19) [No Fee Required Pursuant to Govt. Code § 6103]

20 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("PEOPLE"), has
21 commenced this action against Defendant BEVERLY COMMUNITY HOSPITAL
22 ASSOCIATION dba BEVERLY HOSPITAL ("DEFENDANT"), alleging that DEFENDANT
23 has engaged in acts and practices of unfair competition in violation of California Business and
24 Professions Code section 17200 *et seq.* PEOPLE and DEFENDANT have agreed to the entry of
25 this Final Judgment Pursuant to Stipulation ("JUDGMENT") to resolve all matters in dispute in
26 this action without trial or adjudication of any issue of law or fact.
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1 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND**
2 **DECREED** that the PEOPLE receive JUDGMENT against DEFENDANT as follows:

3
4 **JURISDICTION**

- 5 1. This action is brought under California law and this Court has jurisdiction of the
6 subject matter herein and the parties to this JUDGMENT.

7 **DEFINITIONS**

- 8 2. As used in this JUDGMENT, the following terms have the following meanings:

9 A. The term "Homeless Patient" shall generally mean any patient in a hospital,
10 including the emergency department, owned or operated by DEFENDANT, or both, who
11 lacks a fixed and regular nighttime residence, or has a primary residence that is a
12 supervised publicly or privately operated shelter designed to provide temporary living
13 accommodations, or is residing in a public or private place that is not designed to provide
14 living accommodations or to be used as a sleeping accommodation for human beings or
15 may be immediately losing their housing. "Homeless Patient" is more specifically
16 defined in Exhibit B referred to below and incorporated herein.

17 B. The term "Patient Safety Zone" shall consist of the area encompassed by
18 the Central and Newton Divisions of the Los Angeles Police Departments, and is
19 generally bounded by: the Pasadena Freeway and the Los Angeles River to the North; by
20 the Harbor Freeway to the West; by the Los Angeles River to the East; and by Florence
21 Avenue to the South. A map depicting the Patient Safety Zone is attached hereto as
22 Exhibit A and incorporated herein.

23 C. The term "Homeless Patient Discharge Protocols" shall refer to the
24 attached Exhibit B and is incorporated herein.

25 D. The term "Homeless Patient Informed Consent Discharge Form" shall refer
26 to the attached Exhibit C and is incorporated herein.

27 E. The term "Homeless Patient Identity Form" shall refer to the attached
28 Exhibit D and is incorporated herein.

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3. Pursuant to Business and Professions Code sections 17203 and 17204 and the

A. Failing to perform a Medical Screening Examination on all persons as

B. Failing to comply with Lanterman-Petris-Short Act (California Welfare and

C. Discharging any Homeless Patient to the Patient Safety Zone, except where

D. Failing to implement a written discharge planning policy that complies

E. Transporting or causing to be transported any patient to a location other

F. Discharging or transporting any patient in violation of any Los Angeles

G. Discharging any Homeless Patient other than in substantial compliance

ADOPTION OF THE HOMELESS PATIENT DISCHARGE PROTOCOLS

4. DEFENDANTS shall cause the Homeless Patient Discharge Protocols to be

1 operated, directly or indirectly, by DEFENDANT and prepared and maintained pursuant to
2 Health and Safety Code § 1262.5 and the Code of Federal Regulations, Title 42, section 482.43.
3 DEFENDANT shall omit from said discharge planning policies and processes any conflicting
4 protocols for the discharge of Homeless Patients. DEFENDANT shall not rescind or amend the
5 Homeless Patient Discharge Protocols without first obtaining the consent of the Los Angeles City
6 Attorney.

7 5. DEFENDANT shall implement an effective training program for DEFENDANT'S
8 employees and other personnel involved in the discharge process. Such training shall include, at a
9 minimum, the following components:

10 A. Implementation and application of the Homeless Patient Discharge
11 Protocols;

12 B. A summary of the nature and extent of conditions suffered by the
13 chronically homeless that result in hospitalization;

14 C. The correlation between lack of medication and support for discharged
15 mentally impaired patients and their need for frequent re-hospitalization;

16 D. How to assess the social impairment and cognitive ability of the Homeless
17 Patient;

18 E. A summary of the post-discharge care issues that distinguish the discharge
19 planning for Homeless Patients from that for the general patient population;

20 F. The need for effective communication with service agencies regarding the
21 Homeless Patient being discharged;

22 G. The nature and limitations of housing and services for homeless persons in
23 the City of Los Angeles and the historic use of Skid Row as a geographic location in
24 which to discharge homeless and mentally impaired patients;

25 H. How to access appropriate discharge planning services for the homeless
26 and mentally impaired patients;

27 I. How to determine and make appropriate referrals to government agencies
28 and private and non-profit service providers that can assist Homeless Patients in obtaining

1 benefits and other supportive services, including, without limitation, engaging and
2 referring appropriate cases during the hospital stay including while in the emergency
3 department to programs, such as those offered through federally qualified health care
4 clinics, the Section 8 program and the SSI program (federal social security disability),
5 where housing and medical care may be made available to the Homeless Patient
6 immediately following discharge;

7 J. A review of the nature and extent of the hazards facing the mentally.
8 impaired, especially those who become homeless, in the in the City of Los Angeles and
9 the area known as Skid Row and;

10 K. A summary of the circumstances and procedures under which a surrogate
11 decision maker may be required, including, but not limited to, contacting family members,
12 appointment of a family member as conservator or appointment of a public guardian.

13 6. Within six (6) months of the adoption of the Homeless Patient Discharge
14 Protocols, DEFENDANT is to have trained all of their hospital emergency department staff,
15 clinical staff, social services and discharge planning personnel, as well as other hospital staff who
16 are most likely to be involved in discharge planning and discharge of Homeless Patients in
17 accordance with that training program. DEFENDANT shall train in the manner required under
18 this paragraph 6, any new hospital emergency department staff, clinical staff, social services and
19 discharge planning personnel who are hired subsequent to the commencement of the training,
20 within ninety (90) days of the date of hire.

21 MONITORING COMPLIANCE

22 7. Commencing ninety (90) days after adoption of the Homeless Patient Discharge
23 Protocols, and at each ninety (90) day interval thereafter, DEFENDANT shall certify in writing to
24 the Los Angeles City Attorney's Office that they are in compliance with paragraphs 4, 5 and 6,
25 above, as follows:

26 A. The written certifications shall state, in reasonable detail, the steps that
27 have been taken to achieve and to maintain compliance, in a form to be chosen by
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1 DEFENDANT. The content of the certifications shall be clarified in discussions between
2 the parties following entry of this Judgment.

3 B. To the extent permitted by applicable laws respecting patient
4 confidentiality and privacy, including, but not limited to, the Health Insurance Portability
5 and Accountability Act of 1996 ("HIPAA"), the written certifications shall contain
6 quarterly statistical information for each hospital location owned and operated, directly or
7 indirectly, by DEFENDANT regarding the total number of Homeless Patients discharged
8 and the number who were sent to locations within the Patient Safety Zone. The Los
9 Angeles City Attorney's Office shall not have any obligation to maintain these
10 certifications in confidence.

11 C. The provisions of this paragraph 7 shall remain in effect for two (2) years
12 from the adoption of the Homeless Patient Discharge Protocols and shall terminate
13 automatically thereafter without the necessity of further action by the Court or either
14 party.

15 MONETARY RELIEF

16
17 8. DEFENDANT shall pay a total of two-hundred-fifty thousand dollars
18 (\$250,000.00) as monetary relief as follows:

19 A. The sum of two-hundred-fifty-thousand dollars (\$250,000.00) shall be paid
20 to the Los Angeles City Attorney's Office of which two-hundred thousand dollars
21 (\$200,000.00) is for civil penalties pursuant to Business and Professions Code section
22 17206 and fifty thousand dollars (\$50,000.00) is to reimburse the Los Angeles City
23 Attorney's Office for the costs its of investigation and attorney time incurred. Payments
24 will be made in three separate installments of \$83,333.33 with the first payment due the
25 90th day from the date of entry of this JUDGMENT, the second payment due the 180th
26 day from the date of entry of this JUDGMENT and the third and final payment due the
27 270th day from the date of entry of this JUDGMENT.
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B. Fifty thousand dollars (\$50,000.00) from the first installment payment shall be applied to the reimbursement costs of the Los Angeles City Attorney's Office. The remaining sum and two additional installment payments shall be applied by the Los Angeles City Attorney's Office in accordance with Business and Professions Code section 17206 and any other applicable provisions of law.

9. If DEFENDANT fails to make any of the payments required herein by the payment dates set forth above, the entire amount of all payments shall become due immediately without necessity for further order by this Court.

MISCELLANEOUS PROVISIONS

10. Except as provided herein, each party shall bear its own attorneys fees and costs.

11. Pursuant to Code of Civil Procedure 664.6 and the Court's inherent authority, this Court retains jurisdiction of this matter for the purpose of enabling any party to this JUDGMENT to apply to the Court for such further orders and directions as may be necessary for the construction or carrying out of this JUDGMENT; for the modification or termination of any of its injunctive provisions; and for the enforcement of, compliance with, and punishment of violations of this JUDGMENT.

SO ORDERED

Date: December , 2013.

HON.
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

City of Los Angeles



EXHIBIT B

BEVERLY HOSPITAL POLICY and PROCEDURE

TITLE: HOMELESS PATIENT DISCHARGE PLANNING

Number:
Version:
Type: Administrative
Author:
Effective Date:
Original Date:
Approval Date:
Deactivation Date:
Facility: System
Population (Define): All Employees
Replaces:
Approved by:

TITLE: *HOMELESS PATIENT DISCHARGE PLANNING*

I. PURPOSE

It is the policy of Beverly Hospital ("Hospital") to manage the care of its homeless patients with the same dignity and respect that all patients should expect to receive at the Hospital, both as an in-patient and while in the emergency department. The Hospital recognizes that finding post-discharge placement of homeless patients can be more difficult than with non-homeless patients. Whereas a homeless patient may respond well to treatment during hospitalization, the homeless patient may be suffering from conditions such as mental illness or a physical disability or both that affect their ability to (1) understand the nature and consequences of a decision, (2) make and communicate a decision, and (3) understand the significant benefits, risks, and alternatives of a proposed action or treatment. As a consequence, the homeless patient may not have the cognitive ability to provide an informed consent and understanding or ability or both to comply with the discharge plan so as to avoid relapse and re-hospitalization. This is additionally complicated with homeless patients who refuse to accept stable housing options offered to them or refuse to follow-up with post-hospitalization care or both.

Balancing the availability of community resources with patient choice and continuity of care, and in an effort to create a better community healthcare team for the patient, the Hospital provides the following Protocols for homeless patient discharge planning:

II. PROCEDURE

A. Identifying Homeless Patients

- a. A "homeless patient" means either the person is "homeless" or is "chronically homeless".

(1) A "homeless" person is one or a combination of the following:

(A) an individual who lacks a fixed, regular, and adequate nighttime residence;

(B) an individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(C) an individual living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);

(D) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; or

(E) an individual who—

(i) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(a) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(b) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(c) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause; or

(ii) has no subsequent residence identified; and/or

(iii) lacks the resources or support networks needed to obtain other permanent housing; or

(iv) may or may not be suffering from a “disabling condition” as defined in section 1 a (2) (C), herein.

(2) A “chronically homeless” person is either

(A) a homeless individual with a “disabling condition” who has been continuously homeless for a year or more, or

(B) a homeless individual with a “disabling condition” who has had at least four episodes of homelessness in the past three years.

(C) A “disabling condition” is

(i) a “dependent adult” who is between the ages of 18 and 64 years, who resides in the state and who has a physical or mental limitation that restricts his or her ability to carry out normal activities or to protect his or her rights;

(ii) a “disabled person” who suffers from a physical or mental impairment that substantially limits their ability to perform major life activities;

(iii) a diagnosable substance abuse disorder;

(iv) a serious mental illness;

(v) a developmental disability; or

(vi) a chronic physical illness or disability, including the co-occurrence of one or more of these conditions.

- b. A patient’s self-declaration of homelessness shall not be the only means by which the patient is identified as being homeless. When identifying the homeless patient, staff shall consult history in the patient’s prior medical records at the facility and other resources or information available, if any.
- c. Upon receipt in the emergency department or admission, all homeless patients will be identified with notation of them being either “homeless” or “chronically homeless” on a “Homeless Patient Identification Form (HPIF)”. The HPIF will become part of the homeless patient’s chart and is essential to monitor the care and services that are available to a homeless patient and to provided that homeless patient with the appropriate placement and post-hospitalization care.
- d. Staff will collect and document the belongings of the homeless patient and return these belongings upon discharge. If the patient’s belongings do not include adequate

clothing and/or shoes, the Hospital will provide adequate clothing and/or shoes to the patient.

- e. A patient shall not be deemed a "homeless patient" that does not fall within the above noted definitions.

B. Assessing Homeless Patients

- a. Compliance with the Hospital's EMTALA - Medical Screening Examination, Stabilization Treatment and Medical Clearance for Transportation Policy and Procedure is mandatory for all patients.

- b. If for any reason a patient's transfer is delayed or the patient cannot be or is not transferred and remains in the emergency department and/or upon admission to the Hospital, the patient is to be identified as being homeless and such notation is to be made on the HPIF.

- c. Social services will conduct a detailed psychosocial written assessment of the homeless patient following completion of the homeless patient's cognitive assessment. This psychosocial assessment will provide the Hospital with a global picture of the homeless patient's history and current status so that the Hospital can prepare an appropriate discharge plan. The information recorded will identify the following:

- (1) The patient's presenting problem, mental status and physical presentation, psychosocial stressors, risk factors, history of illness, medical condition(s), addiction and substance abuse history, family circumstances and contact information, living arrangements, level of support, legal issues and spiritual/cultural needs as well as,

- (2) The patient's current medication, previous hospitalizations, previous discharges and outcomes, previous shelters and other temporary or permanent housing facilities, use of Los Angeles County services such as being provided care through the Adult Protection Services, managed care, existing social worker and other medical/psychiatric care.

- (3) Any mental disabilities and/or physical disabilities assessed including assistance with mobility (i.e., wheelchair, crutches), dual diagnosis (i.e., mental illness and substance abuse), referrals for Medi-Cal enrollment, Department of Mental Health (DMH) services, financial assistance (i.e., SSI, General Relief) or other supportive services.

- (4) Homeless patients with repeat admissions will be more thoroughly reviewed including any available Hospital records and discussed with the patient's attending physician. The purpose of this intensified review will be to determine whether or not a different treatment regimen should be considered for the patient.

d. Social services will assess the homeless patient's ability to maintain mental cognition and stability post-hospitalization. The following are factors to be considered: history of frequent admissions, incarceration, interactions with law enforcement, associations with family or friends, frequent housing transitions, inconsistent locations for sleeping or food, ability to maintain/access public benefits and ability to maintain a treatment regimen.

(1) If at any time during the patient's hospitalization it is determined that there is a substantial likelihood that the patient will be unable to maintain mental stability post-hospitalization, the following additional assessment will be done:

(A) The patient will participate in the development of an individualized self-care plan which will include, among other things, how the patient will access food, clothing, shelter and post-hospitalization appointments. This self-care plan will be reviewed by social services and the treatment team.

(B) "Ideal" post-hospitalization placement and resources will be identified, evaluated and discussed with the patient with the goal of promoting long-term mental stability for the patient post-hospitalization. An "ideal" placement is a stable living environment in which the patient's mental status and medication management will be supervised and/or monitored post-hospitalization. Such placement options include, but are not limited to, a family member's home, a friend's home, recuperative care program, permanent supportive housing program, residential treatment center, board and care or residential care facility.

C. Discharge Planning

a. The discharge planning shall be in full compliance with all federal and state legal requirements. The goal is to prepare the homeless patient for return to the community by connecting them with community resources, treatment, housing and/or other supportive services. The discharge planning goal will also consider the patient's wishes and desires for placement but must consider the best interests of the patient of primary concern.

b. Discharge planning will be individualized and will begin as soon as possible, either in the emergency department once the homeless patient is medically stable and has not been transferred as noted above or upon admission. The psychosocial assessments of the homeless patient will continue throughout the patient's hospitalization. Homeless patients will be informed of their options and social services will assess important issues to the patient's discharge such as:

(1) Does the patient have any family members or friends that may be contacted to arrange for placement?

(2) Where has the patient previously lived (i.e., motel, shelter, board and care) and has the College Hospital Community Liaison team been contacted to assist with placement?

- (3) What are the patient's placement desires upon discharge?
- (4) Will the patient be able to secure food, shelter and clothing at the desired discharge location?
- (5) Does the patient have any funds which may be utilized for placement?
- (6) Where will the patient receive post-hospitalization care and how can the Hospital during the hospitalization encourage the patient to utilize these outpatient services?
- (7) What level of care will the patient need t as an outpatient to maintain an inpatient level of functioning?
- (8) During hospitalization, how can the Hospital better connect the patient to their outpatient resources?
- (9) Which outpatient service providers can the Hospital arrange to come to the facility to visit/consult with the patient during their hospitalization to better transition the patient to the community and to outpatient care?

c. The discharge plan will be reviewed and updated continuously during the homeless patient's hospitalization.

d. With the goal of forming a community health team for the patient, post-hospitalization appointments with county mental health clinics and/or other behavioral healthcare providers will be arranged for the patient and appropriate medical records will be forwarded to these providers to ensure continuity of care upon discharge. Patients will also be given information about mobile medical/mental health clinics within the community for post-hospitalization utilization of free care and wrap-around services. For patients with any other social services needs upon discharge, the Hospital will provide assistance with referrals to service providers and government agencies for needs that are identified in the assessments of the patient.

e. If the patient's discharge orders include medical equipment and/or prescription(s), social services will assist the patient in obtaining the needed item(s) prior to discharge.

f. The patient's discharge instructions will be signed by the patient (or a patient representative) after the patient has consented to the discharge plan; or if the patient refuses to sign, a witness will document that the discharge instructions were provided to the patient and that signature was refused.

D. The Homeless Patient's Cognitive Status

a. Although the patient's physician is primarily responsible for determining medical stability for discharge, throughout the patient's hospitalization, physicians, nurses and social workers will assess and document the mental status of the patient in order to help the patient's physician determine the patient's cognitive awareness and whether or not the patient is appropriate for discharge. For the purpose of these Protocols, the term "cognitive" means the patient's ability to (1) understand the nature and consequences of a decision, (2) make and communicate a decision, and (3) understand the significant benefits, risks, and alternatives of a proposed action or treatment.

(1) The cognitive assessment of a homeless patient's cognitive status will include the use of a Short form psychological testing such as the Mini Mental State Exam or equivalent and the decision and findings documented in the homeless patient's chart.

(2) The cognitive assessment will also consider the homeless patient's individual circumstances (i.e., the patient's living arrangements and available support system post-hospitalization) and the details of the discharge plan that is to be implemented for the patient. The assessment will include the patient's orientation to person, place, circumstance and time, ability to provide self-care, his or her ability to carry out normal activities or to protect his or her rights, the ability to obtain follow-up medical/mental health care, food and shelter and the ability to negotiate the environment being discharged to.

(3) If there is any concern about the patient's cognitive ability to follow proposed discharge plan, the patient's physician will consider whether the discharge should be delayed, under the applicable medical standard of care, until the concern is addressed and appropriately resolved.

E. Informed Consent or Refusal of Recommended Discharge Plan

a. The homeless patient must demonstrate and it must be documented in the chart that he or she has sufficient cognitive ability to knowingly and intelligently, without duress or coercion, clearly and explicitly give consent or refuse to consent to any discharge plan offered or refused or both.

b. Only after sufficient cognitive ability has been established and documented can the homeless patient then be provided a full and informed consent in a written Homeless Discharge Placement/Service Agreement or Waiver which must contain all adequate information including the risks, harm and benefits for the placement/services the homeless patient accepts, or wishes as well as the identification and encouragement of alternative placement options including, but not limited to, the risks, harm and benefit of the homeless patient's "ideal" placement that the homeless patient refused.

F. Referral to Homeless Shelters

- a. Social services will process the homeless patient's request for services and/or placement inconsistent with the discharge plan such as shelter placement, only after sufficient cognitive ability has been established and the homeless patient has been provide with a full and informed consent by signing the Homeless Discharge Placement/Service Agreement or Waiver.
- b. Social services will update its roster of non-shelter resources, organization and service providers on a monthly basis. These non-shelter options will be discussed in detail with the patient and the patient will be encouraged to accept alternative placement to a shelter, if any exist.
- c. Social services will take into consideration the homeless patient's last geographic residence and the homeless patient's preferred geographic residence, and efforts will be made to secure placement within close proximity to such area(s), where the homeless patient and or family resides and/or where the homeless patient accesses resources.
- d. If a shelter placement is selected by the homeless patient, social services will assure that the patient meets the shelter's criteria for acceptance (i.e., psychiatric, age, pregnancy, gender limitations) and is appropriate to those criteria (i.e., patient expresses willingness to abide by prohibitions on substance abuse) and is able to follow instructions such as complying with line-up times. Social services will comply with all applicable shelter admission protocols.
- e. Social services will document the patient's agreement to shelter placement in the Homeless Discharge Placement/Service Agreement or Waiver and will document the shelter's acknowledgement and confirmation that it can provide placement to the homeless patient.

G. Community Resources

- a. The Hospital will continue to maintain relationships with community service providers to assure accurate information and criteria for community services and to maximize resource availability for Beverly Hospital patients. Such efforts will include establishing a "Homeless Resources Committee" at Beverly Hospital.
- b. In an effort to facilitate and encourage continuity of care, the Hospital will make all reasonable efforts to enter into Operational Agreements with homeless community resources and organizations. The purpose of the Operational Agreements will be to: (1) work together to provide the maximum available assistance for homeless patients; (2) network and exchange services, resources and expertise regarding homeless patients; (3) provide cross-training and consultation in an effort to improve the delivery of services; and (4) ensure communication regarding the care of homeless patients.

H. Accountability and Training

- a. The Chief Executive Officer (or acting Administrator) and the Risk Management Department at the Hospital will be accountable for assuring ongoing compliance with these Protocols.
- b. The Hospital will establish periodic training reasonably designed to ensure that physicians, clinical staff, social services, discharge planning personnel and any other hospital and emergency department staff who are most likely to be involved in discharge planning receive training regarding the procedures required by these Protocols.

III. Signage and Documentation Requirements.

- A. Homeless Patient Identification Form (HPIF)
- B. Short Form Psychological/Cognitive Test
- C. Homeless Patient Informed Consent Discharge Form

IV. Applicability.

- A. This policy applies to the Hospital including the Emergency Department and all BH Off-Campus Departments.

V. Procedure/Interventions:

- A. Refer to Hospital and off-campus department policies and procedures that support this policy.

VI. Procedural Documentation:

- A. All Hospital forms have been either approved by the requisite state agency with licensing jurisdiction over the Hospital or by the Legal or Risk Departments.

VII. Additional Information:

- A. N/A

VIII. References:

- A. 24 Code of Federal Regulations ("CFR") § 576.3

- A. 42 Code of Federal Regulations ("CFR") § § 482.1; 482.11; 482.43
- B. 42 United States Code § 11302
- B. 9 California Code of Regulations ("CCR") § § 840, 851
- C. CA Welfare & Institutions Code ("WIC") § § 5000, 5150, 5213, 5278, 15610.23
- D. CA Health & Safety Code ("HSC") § § 1262.5; 24175; 7158.5
- E. CA Probate Code § 4609
- F. CA Civil Code § 1761(g)
- G. CA Business & Professions Code § 2078
- H. Questions and Answers: A Supplement to the 2006 Continuum of Care Homeless Assistance NOFA and Application: p.7
- I. Defining Chronic Homelessness: A Technical Guide for HUD Programs (2007)

IX. Other Related Policies/Procedures:

- A. EMTALA- Medical Screening Examination, Stabilization and Medical Clearance for Transfer of Individuals with Emergency Medical Conditions

EXHIBIT C

HOMELESS PATIENT INFORMED CONSENT DISCHARGE FORM

Beverly Hospital Informed Consent for Homeless Patient Discharge

Patient's Name: _____ Patient's ID #: _____

PLEASE READ THIS DOCUMENT CAREFULLY. IF YOU CANNOT READ OR DO NOT UNDERSTAND THIS FORM PLEASE ASK FOR HELP. YOUR SIGNATURE IS REQUIRED WHETHER YOU ACCEPT OR REFUSE THE DISCHARGE RECOMMENDATIONS. YOU WILL BE GIVEN A FULLY COMPLETED AND SIGNED COPY OF THIS CONSENT FORM.

Patient's Rights: You, as a patient, have numerous rights guaranteed by law which include the right to compassionate and respectful care, the right to participate in your care and to ask for and to be provided with all the information you need to make an informed decision about your care, the right to request or to refuse appropriate and medically necessary treatment, service or medication as well as the right to leave the hospital against the advice of members of the medical staff except in certain situations involving an emergency or legal detention. A disclosure of your rights is attached.

Recommended post-Hospital care:

The attached Discharge Plan recommends that you

be referred to _____

be transported to _____

be transferred to _____

other: _____

Reasons for the Recommendations:

Due to your medical/psychological/other condition: _____

Possible Risks:

Treatment: _____

Medication: _____

Service: _____

Facility: _____

Location: _____

Other: _____

Possible Benefits:

Treatment: _____

Medication: _____

Service: _____

Facility: _____

Location: _____

Other: _____

Patient's Decision (patient's initial):

Accept: _____

Decline: _____

Refused: _____

Reason(s): _____

Cognitive Assessment:

Describe: _____

If Refused to Sign or Declined to Comply:

Describe efforts seeking acceptance: _____

YOUR SIGNATURE below indicates that you have been told of and that you understand the risks and benefits of the proposed Discharge Plan and that, without coercion or pressure, you voluntarily agree to or decline to comply with the proposed Discharge Plan.

Dated this _____ day of _____, 20 ____

Signature of Patient

I CERTIFY that the risks and benefits of the proposed Discharge Plan have been fully explained to the patient who has demonstrated the cognitive ability to (1) understand the nature and consequences of his/her decision, (2) make and communicate his/her decision, and (3) understand the significant benefits, risks, and alternatives of a proposed action or treatment

Dated this _____ day of _____, 20 ____

Signature of Person Obtaining Consent -- Position

PATIENT RIGHTS

You have the right to:

1. Considerate and respectful care, and to be made comfortable. You have the right to respect for your cultural, psychosocial, spiritual, and personal values, beliefs and preferences.
 2. Have a family member (or other representative of your choosing) and your own physician notified promptly of your admission to the hospital.
 3. Know the name of the licensed health care practitioner acting within the scope of his or her professional licensure who has primary responsibility for coordinating your care, and the names and professional relationships of physicians and nonphysicians who will see you.
 4. Receive information about your health status, diagnosis, prognosis, course of treatment, prospects for recovery and outcomes of care (including unanticipated outcomes) in terms you can understand. You have the right to effective communication and to participate in the development and implementation of your plan of care. You have the right to participate in ethical questions that arise in the course of your care, including issues of conflict resolution, withholding resuscitative services, and forgoing or withdrawing life-sustaining treatment.
 5. Make decisions regarding medical care, and receive as much information about any proposed treatment or procedure as you may need in order to give informed consent or to refuse a course of treatment. Except in emergencies, this information shall include a description of the procedure or treatment, the medically significant risks involved, alternate courses of treatment or nontreatment and the risks involved in each, and the name of the person who will carry out the procedure or treatment.
 6. Request or refuse treatment, to the extent permitted by law. However, you do not have the right to demand inappropriate or medically unnecessary treatment or services. You have the right to leave the hospital even against the advice of members of the medical staff, to the extent permitted by law.
 7. Be advised if the hospital/licensed health care practitioner acting within the scope of his or her professional licensure proposes to engage in or perform human experimentation affecting your care or treatment. You have the right to refuse to participate in such research projects.
 8. Reasonable responses to any reasonable requests made for service.
 9. Appropriate assessment and management of your pain, information about pain, pain relief measures and to participate in pain management decisions. You may request or reject the use of any or all modalities to relieve pain, including opiate medication, if you suffer from severe chronic intractable pain. The doctor may refuse to prescribe the opiate medication, but if so, must inform you that there are physicians who specialize in the treatment of pain with methods that include the use of opiates.
 10. Formulate advance directives. This includes designating a decision maker if you become incapable of understanding a proposed treatment or become unable to communicate your wishes regarding care. Hospital staff and practitioners who provide care in the hospital shall comply with these directives. All patients' rights apply to the person who has legal responsibility to make decisions regarding medical care on your behalf.
 11. Have personal privacy respected. Case discussion, consultation, examination and treatment are confidential and should be conducted discreetly. You have the right to be told the reason for the presence of any individual. You have the right to have visitors leave prior to an examination and when treatment issues are being discussed. Privacy curtains will be used in semi-private rooms.
 12. Confidential treatment of all communications and records pertaining to your care and stay in the hospital. You will receive a separate "Notice of Privacy Practices" that explains your privacy rights in detail and how we may use and disclose your protected health information.
 13. Receive care in a safe setting, free from mental, physical, sexual or verbal abuse and neglect, exploitation or harassment. You have the right to access protective and advocacy services including notifying government agencies of neglect or abuse.
 14. Be free from restraints and seclusion of any form used as a means of coercion, discipline, convenience or retaliation by staff.
 15. Reasonable continuity of care and to know in advance the time and location of appointments as well as the identity of the persons providing the care.
 16. Be informed by the physician, or a delegate of the physician, of continuing health care requirements and options following discharge from the hospital. You have the right to be involved in the development and implementation of your discharge plan. Upon your request, a friend or family member may be provided this information also.
 17. Know which hospital rules and policies apply to your conduct while a patient.
 18. Designate a support person as well as visitors of your choosing, if you have decision-making capacity, whether or not the visitor is related by blood, marriage, or registered domestic partner status, unless:
 - No visitors are allowed.
 - The facility reasonably determines that the presence of a particular visitor would endanger the health or safety of a patient, a member of the health facility staff, or other visitor to the health facility, or would significantly disrupt the operations of the facility.
 - You have told the health facility staff that you no longer want a particular person to visit.
- However, a health facility may establish reasonable restrictions upon visitation, including restrictions upon the hours of visitation and number of visitors. The health facility must inform you (or your support person, where appropriate) of your visitation rights, including any clinical restrictions or limitations. The health facility is not permitted to restrict, limit, or otherwise deny visitation privileges on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability.
19. Have your wishes considered, if you lack decision-making capacity, for the purposes of determining who may visit. The method of that consideration will comply with federal law and be disclosed in the hospital policy on visitation. At a minimum, the hospital shall include any persons living in your household and any support person pursuant to federal law.
 20. Examine and receive an explanation of the hospital's bill regardless of the source of payment.
 21. Exercise these rights without regard to sex, economic status, educational background, race, color, religion, ancestry, national origin, sexual orientation, disability, medical condition, marital status, registered domestic partner status, or the source of payment for care.
 22. File a grievance. If you want to file a grievance with this hospital, you may do so by writing or by calling (name, address and phone number of hospital):
- The grievance committee will review each grievance and provide you with a written response within ____ days. The written response will contain the name of a person to contact at the hospital, the steps taken to investigate the grievance, the results of the grievance process, and the date of completion of the grievance process. Concerns regarding quality of care or premature discharge will also be referred to the appropriate Utilization and Quality Control Peer Review Organization (PRO).
23. File a complaint with the California Department of Public Health regardless of whether you use the hospital's grievance process. The California Department of Public Health's phone number and address is: (local address and phone number of CDPH)

These Patient Rights combine Title 22 and other California laws, The Joint Commission and Medicare Conditions of Participation requirements. (8/12)

EXHIBIT D

HOMELESS PATIENT IDENTITY FORM (HPIF)

Patient Name: _____ Patient's ID#: _____

Date of Birth: _____

Part I. "Homeless" is a person sleeping in a place not meant for human habitation OR living in a homeless emergency shelter OR without a fixed address. (See Homless Discharge Protocol, II, A) Check

_____ Homeless

Explain: _____

Part II. "Chronically Homeless" is a homeless person with:

A. Disabling Condition. Check appropriate box (s):

_____ A "dependent adult" is a person that is between the ages of 18 and 64 years, who resides in the state and who has a physical or mental limitation that restricts his or her ability to carry out normal activities or to protect his or her rights.

Explain: _____

_____ A "disabled person" is someone who suffers from a physical or mental impairment that substantially limits their ability to perform major life activities.

Explain: _____

_____ A diagnosable substance abuse disorder

Explain: _____

_____ A serious mental illness

Explain: _____

_____ A developmental disability

Explain: _____

_____ A chronic physical illness or disability, including the co-occurrence of one or more of these conditions.

Explain: _____

B. Chronically Homelessness Status. Check ONE:

_____ Has been continuously homeless for a year or more, or,

Explain: _____

_____ Has had four (4) episodes of homelessness in the last three (3) years.

Explain: _____

Part III. Previous Care and Treatment

_____ Any previous emergency shelter for the homeless

Explain: _____

Contact: _____

_____ Any other health or human service provider

Explain: _____

Contact: _____

_____ Any other homeless service provider or outreach worker

Explain: _____

Contact: _____

Part IV. Family, Conservator, Friend

Explain: _____

Contact: _____

Part V.

Staff Name: _____ Staff Title: _____

Department: _____

Signature: _____ Date: _____