Permission for Transport, Emergency Medical Care and Community Outings

Client Name\*

Birth Date\*

Medicaid or Insurance #\*

Transformations, LLC.

Transformations hope for today’s families LLC is a provider of home and community based mental and behavioral health treatment and shall be herein referred to as Transformations. For purposes of this Transportation and Car Seat Release and Waiver, Transformations shall include Transformations, LLC, its owner, employees, contractors, staff, providers, and any designated representative acting in their capacity as employees, contractors, or agents of Transformations and in their capacity as individuals.

Emergency Contact

The following individual(s) may be contacted by Transformations in the event of any emergency where the parent and/or legal guardian cannot be reached. I authorize this person(s) to, in my name, place and stead and in their sole discretion, to transact, handle and dispose of any emergency matters, including consenting to medical treatment. Medical treatment means any emergency medical, optometric, or dental treatment, diagnostic procedure, including but not limited to hospitalization, pharmacy services, and blood testing which is deemed medically necessary to treat an emergency medical condition.

Name of Primary Contact

Home Phone

Work Phone

Cell Phone

Address of Primary Contact

Name of Secondary Contact

Home Phone

Work Phone

Cell Phone

Email

Address of Secondary Contact

Community Outings

During the client’s treatment through Transformations, it is common that certain community outings may occur where Transformations will transport the client and take the client out of the in-home setting and into the community.

Consent to Transport

I hereby consent to allow the providers, representatives and staff of Transformations to transport the client in a motor vehicle for purposes of the client’s general care, medical and behavioral health treatment, and any exigent circumstances that may arise from such care or treatment.

Child Safety Seat Agreement

Transformations shall comply with all state and Federal laws which require certain individuals to utilize child restraint systems or booster seats. I agree to provide all necessary child restraint devices which are required by law in the Commonwealth of Kentucky to transport children in a motor vehicle. This includes child safety seats, booster seats, or other required safety equipment not typically factory installed in motor vehicles. I agree to install the child restraint device in any vehicle used by Transformations to transport the client or verify the proper installation of the device. I understand information regarding child restraint system and booster seat requirements can be obtained from the Kentucky Transportation Cabinet.

Acknowledgement of Risk

All community outings carry certain risks, but carry elevated risks for clients with certain risk factors. I acknowledge the following risk factors for the client and understand the elevated risk associated with each:

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No risks identified

Runaway behavior

Bolting behavior

Theft or shoplifting

Bowel or bladder control

Aggressive or threatening behavior

Oppositional and defiant with adults and caregivers

Suspected gang involvement

Suicidal thoughts.

Suicidal behavior

Self-harm behavior

Alcohol/drug use

Impulsive behavior

Diabetes or hypoglycemia

Seizure disorder

Allergies

Diet restrictions

Health and illness

Other

Consent to Seek Emergency Medical Care

I hereby consent to allow Transformations and/or its representative to seek and consent to necessary emergency medical care as defined in paragraph 4 which occurs during the course of treatment or community outing in the event myself, any emergency contact, or other parent or legal guardian cannot be reached. I understand Transformations will only consent to necessary emergency medical care. Transformations will continue to make all reasonable efforts to contact me, an emergency contact, or other parent or legal guardian. Transformations will make every reasonable effort to take the client to the preferred emergency medical provider if feasible under the exigent circumstances. In the event emergency medical care must be sought by Transformations my preferred emergency medical provider is:

Preferred Emergency Medical Provider

Address of Preferred Emergency Medical Provider

Release and Waiver of Liability

I, on behalf of myself, the client, and our respective heirs and assigns, hereby release and hold harmless Transformations, its providers, staff and any designated representative from any liability or claim of liability, including negligence and gross negligence, and for any personal injury, including death, especially including, but not limited to, bodily injury or death from any motor vehicle accident, and for all other damages including but not limited to actual, compensatory, consequential, or incidental, arising from or relating to activities which take place during the community outing or in the travel to and from said community outing. I release and hold harmless Transformations, its providers, staff and any designated representative from any liability or claim of liability, including negligence and gross negligence, and for any personal injury, including death, (and especially including, but not limited to, bodily injury or death from any motor vehicle accident) and for any other damages (including contractual, actual, compensatory, consequential, or incidental), arising from emergency medical treatment sought.

Jurisdiction and Choice of Law

This Release and Waiver shall be construed in accordance with the laws of the Commonwealth of Kentucky and for any suit, mediation or other resolution of a dispute arising under this Release and Waiver I, for myself and on behalf of the client hereby submit to the exclusive jurisdiction of the courts of Jefferson County, Kentucky. I voluntarily waive any right I, the client, or our respective assigns and heirs may have to a jury trial in any action under this Release and Waiver. I intend for it to apply to the fullest extent allowed by law, and to be binding upon all members of my, or the client’s, family, and our respective, heirs, assigns, and administrators.

Mediation and Arbitration

Irrespective of any other paragraph of this Release and Waiver, if any controversy or claim arising out of, relating to, or contemplated by this Release and Waiver, or the breach thereof, cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other suitable mediator, as determined in the sole discretion of Transformations, and in accordance with applicable Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If mediation is unsuccessful, I agree that any controversy or claim arising out of, relating to, or contemplated by this Release and Waiver, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association, or other suitable administrator as determined in the sole discretion of Transformations, and in accordance with applicable Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and I hereby waive any right to trial by court or jury on behalf of myself, the client, and our respective heirs and assigns. Mediation and Arbitration shall be conducted at a time, date, and location as determined by Transformations and costs shall be paid by the non-prevailing party.

Severability

The invalidity or unenforceability of any particular provision of this Release and Waiver in whole or in part shall not affect any other provision hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.

Have you read the above and agree to the conditions? \*

Yes

Signature of Parent /Legal Guardian\*

A client of legal age shall sign for themselves.

Name of Parent/Legal Guardian\*

Home Address

Phone\*

Email Address\*

Date\*