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CTA samples are not written to comply with any legal requirements as they pertain to liability or any other required Federal or State laws or regulations. They are written only to comply with current Hawaii Administrative Rules (HAR) under HAR §11-800 as of October 01, 2021.

CTA provided samples are not inclusive to any other legal needs a CCFFH may have in their operations. It is suggested CCFFHs seek legal consultation for any specific need, particular to their circumstance, to ensure any item is legal and binding and does not violate any federal or state laws.

Community Care Foster Family Home Provider Policies and Procedures

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The purpose of these policies is to ensure Community Care Foster Family Homes (CCFFH) meet Hawaii Administrative Rules (HAR).

A CCFFH receives Federal Medicaid funds, is considered a public entity, and shall meet all federal, state, local rules, regulations, and laws.

A copy of all CCFFH's policies and procedures will be made available to the client, client's family or general public when requested.

The CCFFH is considered the client's own home just as any other type of placement.

A CCFFH's current certificate will be posted in a visible area of the residence. Certificates are not transferrable from one person to another. Certificates will be mailed back to Community Ties of America (CTA) should the CCFFH close or move to another address.

Client admissions can be suspended and/or clients relocated by the Case Management Agency (CMA), Adult Protective Services (APS), the Department of Health (DOH) or CTA, if the CCFFH fails to comply with applicable contracts, rules, and regulations.

The term caregiver(s) refers to both the Primary Caregiver (PCG) and Substitute Caregiver (SCG).

Policy #1: Staffing Requirements

The purpose of this policy is to assure adequate skills, experience, requirements, and on-going training of caregivers. Evidence of these requirements will be kept in the CCFFH file. Clients will not be left with or cared for by anyone other than a CTA approved caregiver for any amount of time. A CTA approved caregiver who is also trained/delegated by the client's CMA will always be on the premises to meet client needs as they arise.

The CCFFH will have a working email address to communicate basic business information and receive updates from CTA, the Department of Health, Office of Health Care Assurance. It is suggested that the CCFFH has a separate business email address separate from their personnel one.

The CCFFH will be able to use a computer or smartphone and access emails and the internet in order to efficiently conduct business.

To send and receive protected health information regarding clients and adhere to the Health Insurance Portability and Accountability Act (HIPAA), the CCFFH will have a method to send and receive faxes, which can include an online secure service. If the CCFFH has a fax machine in the residence, the CCFFH will ensure it is always working properly with adequate paper and ink.

The primary caregiver (PCG) and substitute caregivers (SCG) will meet the following requirements:

1. PCG will live in the CCFFH and be able to provide proof of residency.
2. If PCG does not own the residence or is a part owner, the CCFFH will keep proof that all owners of the residence give the PCG permission to operate a CCFFH on the premises.
3. PCG will be at least 21 years old; SCGs will be at least eighteen (18) years old. The SCG will be 21 years old for a 3-bed certified CCFFH.
4. Caregivers will be able to read, write, understand, and speak English to ensure continuity of care, be able to follow verbal and written directions, and meet all healthcare needs of clients.
5. The PCG will be a Nurse Aide (NA), Certified Nurse Aide (CNA), Licensed Practical Nurse (LPN) or

Registered Nurse (RN), and have at least one (1) year of experience in a home setting as a NA, CNA, LPN, or RN. PCGs in a 3-bed certified CCFFH will be a CNA, LPN, or RN.

6. Caregivers will have no physical or mental health conditions preventing them from being able to meet the daily needs of clients on a twenty-four (24) hour basis.
7. Caregivers will complete a CCFFH disclosure form, which serves as a self-disclosure psychosocial assessment. This form will be updated when any item on the form changes.
8. PCGs will have a CTA approved/CMA trained SCG who will take on care giving responsibilities in the absence of the PCG. The PCG will ensure a SCG is available and capable of managing all client care and any event occurring in the CCFFH.
 - A. SCGs will be approved by CTA.
 - B. SCGs will be delegated and/or trained by a client's Case Management Agency (CMA) **before** providing care to any client.
 - C. The PCG will report extended absences to the client's CMA verbally and in writing prior to any planned absence or being unable to perform caregiving duties. Unplanned absences or events that prevent the primary caregiver from performing regular duties will be reported within 24-hours.
 - D. The CCFFH will not use unapproved and/or untrained SCGs for any length of time.
 - E. The CCFFH will inform SCGs to permit timely entrance to the CCFFH when CMA, DOH, DHS and CTA staff arrive to the CCFFH with or without prior notice.
 - F. The CCFFH will ensure that all SCGs know where personnel and client records are kept when the PCG is absent from the CCFFH. SCGs will have access to these records for unannounced visits and inspections by applicable agencies.
9. Caregivers will be able to provide transportation for client medical, social, and reasonable recreational needs through possession of a valid Hawaii driver's license and access to an insured vehicle with at least \$100,000 of coverage for each person with respect to bodily injury and \$30,000 for each occurrence with respect to property damage or have an approved alternate transportation plan.
 - A. When the caregiver does not have a valid driver's license, does not have access to an insured vehicle, or both, a written alternate transportation plan is required. The alternate transportation plan may include, but is not limited to, the use of a Handi-Van, taxi or substitute driver and will be approved by CTA during on-site inspections.
 - B. When a substitute driver is used, the substitute driver will have a valid driver's license and use of an insured vehicle. The substitute driver will have a current tuberculosis clearance and provide the PCG with a signed statement indicating no conviction record. The CCFFH will keep these items in the CCFFH file.
10. Caregivers and adult household members will keep updated background checks and initial Fingerprinting in CCFFH records. This includes Adult Protective Services (APS)/Child Abuse and Neglect (CAN) Check and Hawaii State Name Check (eCrim).

** The CCFFH is required to obtain fingerprint and APS/CAN (Child Abuse & Neglect) background checks from Fieldprint Hawaii (www.fieldprinthawaii.com). Hawaii State Name Checks (eCrim) with a validation code can be obtained at <https://eCrim.ehawaii.gov/ahewa/>. Applicable fees will be paid through those vendors.

- A. APS/CAN results are required every year for the first two (2) years and then every other year after the 2nd year (for example: 6/2005, 6/2006, 6/2008, 6/2010, and so on).
- B. The Fingerprint Check is required only one time if done before 11/1/08 as a PCG or SCG.
- C. If not done before 11/1/08, Fingerprinting is required every year for only the first two (2) years.
- D. Hawaii State Name Check/eCrim replaces the fingerprinting requirements and needs to be done every other year beginning in year 4 (two years after the last fingerprint was done) (for

example: 6/2005 fingerprint, 6/2006 fingerprint, 6/2008 State name check/eCrim, 6/2010 State name check/eCrim and so on).

** When there is a red-light determination made by Fieldprint an exemption from the person with the red-light will be requested within 30- days of receiving the red-light through Fieldprint. When there are findings on an eCrim state name check result within the last 10 years, the person will get an updated fingerprint done. If the fingerprint comes back a red-light an exemption will be requested as stated above. No individual with a red-light can work or live in a CCFFH without an exemption.

11. The CCFFH will comply with all related federal, state and county laws, ordinances, rules, and regulatory requirements, including but not limited to statutes, which prohibit discrimination against any person, on the grounds of race, color, national origin, religion, creed, sex, age, marital status, or handicap.

These can include but are not limited to: the Affordable Care Act, The Federal Code of Regulations regarding Home and Community Based Services (HCBS), Health Insurance Portability and Accountability Act (HIPAA), U.S. Food and Drug Administration (FDA), Drug Enforcement Administration (DEA), American with Disabilities Act (ADA), Civil Rights Title VI, United States Department of Labor, Occupational Safety and Health Administration (OSHA), Internal Revenue Service (IRS), Hawaii Department of Taxation, Department of Commerce and Consumer Affairs (DCCA): Health Regulated Industries (RICO), Hawaii State Board of Nursing, etc.

12. Caregivers and adult household members will meet the Department of Health Tuberculosis (TB) clearance requirements. Exemption statements will be kept on file by the CCFFH, as applicable. Requirements can be found at <http://health.hawaii.gov/tb/>
13. Caregivers will have documentation of continued training in bloodborne pathogen and infection control, cardiopulmonary resuscitation (CPR), and basic first aid. LPN's and RN's do not need to have first aid. All CPR and first aid courses must have a return demonstration skills portion and therefore only blended courses will be done online.
14. The PCG will attend twelve (12) hours and SCGs will attend eight (8) hours of yearly in- service training for a one and two bed certified CCFFH. For a 3-bed certified CCFFH, both the PCG and SCG will attend twelve (12) hours in 12 months or twenty-four (24) hours in 24 months of in-service training. The training will be pertinent to the management and care of clients and may be done online under DOH guidelines for online training.
15. In service training documents will include all components required by the state, including but not limited to, the caregiver's name, instructor's signature, course taken, course hours, date taken, and expiration date, if applicable.
16. Any SCG who provides three (3) or more hours of services per day (in any 24-hour period) to a client (even once), in a one or two person CCFFH, will, at a minimum, be a NA.
**** SCGs, including those providing less than three (3) hours of services per day, will meet all requirements as stated in this policy and the HAR for SCG's.**
17. The PCG will notify the client's Case Management Agency (CMA) and CTA of changes in SCGs including additions, terminations, and replacements by keeping all SCG records and SCG change notification forms in the CCFFH between inspections.
18. The PCG and SCG will be assessed in basic and client specific skills by the CMA to perform tasks necessary to carry out each client's service plan.
19. Caregivers will maintain their skills to be able to perform the minimum following skills: Ability to

accurately obtain temperature, blood pressure, pulse, and respiratory rate, as well as the ability to assess and document pain levels.

20. All caregivers will observe proper infection control guidelines including hand washing and wearing of personal protective equipment, including gloves.
21. All caregivers will safely and properly position clients in chairs, up in bed, moving to side of bed, side lying position and supine position.
22. All caregivers will perform range of motion exercises.
23. All caregivers will safely and properly transfer clients.
24. All caregivers will safely and properly assist clients with ambulation.

Note: No household member or other individual may provide direct client care or observe direct private patient care without being a CTA approved caregiver except in case of a fire or other life-threatening client emergency.

Policy #2: Admission of Clients

The purpose of this policy is to assure requirements for admission into the CCFFH are met for both Medicaid and Private Pay clients. The CCFFH is responsible for admitting clients into the CCFFH while a CMA is responsible for locating an appropriate CCFFH for placement of their CMA client.

To be admitted to the CCFFH, the CCFFH will ensure that all clients have the following records:

1. Be certified by a physician as requiring nursing facility level of care. The Medicaid agency Medicaid consultant will certify a client who is a participant in a federally funded Medicaid program.
2. Willingly choose to enter a CCFFH after receiving choices regarding long-term care options and choices of CCFFHs.
3. Have a physical examination by a physician within thirty (30) days prior to admission or within seven (7) days after admission. An Adult Protective Services client may be admitted for emergency reasons and will obtain a physical examination as soon as possible after admission. The process to obtain a physical examination will begin within three (3) days after being admitted to the CCFFH.
4. Have a tuberculosis clearance issued within twelve (12) months prior to admission.
 - A. An Adult Protective Services client may be admitted for emergency reasons without a current tuberculosis clearance, provided the process to obtain a clearance is begun within three (3) days after being admitted to the CCFFH.
 - B. Tuberculosis clearances will comply with testing procedures established by the Department of Health.
5. Be placed by a CMA into the CCFFH and provided ongoing case management services by a licensed home and community-based CMA.
6. Be a recipient of supplemental security income, if eligible.
7. The CCFFH will not accept more clients than certified for nor will the CCFFH admit clients without placement from a CMA. Clients must be unrelated to the CCFFH family. Medicaid pending clients are considered Private Pay clients for admission purposes until Medicaid is approved.
 - A. If the CCFFH is certified for one (1) person: one client will be a Medicaid client.

- B. If the CCFFH is certified for two (2) persons: at least one (1) client will be a Medicaid client.
 - C. If the CCFFH is certified for three (3) persons: at least two (2) clients will be Medicaid clients unless the CMA has received prior approval from the Office of Health Care Assurance for two private pay clients.
8. The PCG has the right to refuse admission of a client if the admission may hinder the PCG's ability to meet the care needs of another client in the CCFFH or may pose a risk to the caregiver's family system or the CCFFH cannot meet the client's needs. The CCFFH cannot refuse admission or request discharge based on payment source.
 9. The PCG has the right to have a client's history released to them before admission, to include but not be limited to, diagnosis, type of care required, medication, feeding, assistance required in mobility, treatments, and behavioral issues. This process assists in finding the most appropriate placement of a client by assisting the CCFFH to determine if it can provider appropriate care to the client.
 10. When a PCG admits a new client to the CCFFH, a personal inventory of belongings will be completed, signed by the PCG, and the client or the client's legal representative. This personal inventory sheet will be updated as clients receive additional belongings or belongings are lost, damaged, or otherwise disposed of.

** While the CMA should ensure the above requirements are met before a client can be admitted, the CCFFH is also responsible to ensure all requirements have been met and will refuse to admit a client if they have not.

Any person unrelated to the CCFFH family that receives any services from anyone living in the CCFFH will be considered a client for admission purposes.

Policy #3 Transfer and Discharge of Clients

The purpose of this policy is to assure a smooth, orderly process for transfer and discharge of clients.

The transfer and discharge of the client may occur when:

1. The CCFFH is unable to meet the needs of the client.
2. The PCG and/or the client will tell the client's current CMA of intended transfer or discharge from the CCFFH or CMA.
3. At least three (3) weeks advance written notice is given before any transfer or discharge to the client and the client's legal representative, when the transfer or discharge is started by the CMA or the CCFFH. The written notice will include the reason for the discharge.
4. Three (3) weeks advance notice will not be required:
 - A. For emergency transfers or discharges;
 - B. When the transfer or discharge is mutually agreed upon by the client or the client's legal representative, the CCFFH and the CMA; and
 - C. When a transfer is required because a CCFFH's certificate has been revoked.
5. All transfers and discharges will be coordinated with the client, the client's legal representative, if applicable, the CMA, and the CCFFH.
6. The CCFFH caregivers will assist the CMA, the DOH, and/or CTA when immediate removal of the client is necessary.
7. The immediate removal of the client will be ordered when the CMA, the DOH, the DHS and/or CTA

determines there is imminent danger to the life, health, safety, or welfare of the client; the PCG fails to comply with the CMA contract or the PCG fails to correct deficiencies within the timeframe specified by CTA.

8. When the client is relocated, the CCFFH caregivers will not obstruct the relocation process, will help the client, and the CMAs in the relocation process. Such assistance will include but is not limited to:
 - A. Identifying and preparing for removal of medications, insurance documents, clothing, safeguarded personal funds, valuables, and other belongings of the client; and
 - B. Providing access to the client's file during relocation and the return of the file to the CMA upon relocation.

The CCFFH will not discriminate and will not discharge a client for the following reasons, including but not limited to client's choice of CMA, payment source changes, in retaliation because a client chose to make a complaint or advocate for their rights, based on a disability, LGBTQIA status, gender, race, ethnicity, culture, religion, age, hospice or home health care status and diagnosis.

Policy #4 Voluntary Closure of the CCFFH

The CCFFH will notify CTA and the client's CMA in writing **before** the date of a voluntary closure. All clients, including private pay clients, will be transferred out of the CCFFH before closing.

Policy #5 General Insurance Requirements

The purpose of this policy is to assure adequate insurance coverage.

1. The CCFFH will obtain, maintain, and keep liability insurance through an insurance company authorized to do business in the State of Hawaii, and meets the requirements of section 431.8-301, HRS.
2. General – a certificate of insurance specifying coverage for general liability (comprehensive general liability {CGL} for \$1,000,000 for each occurrence). The policy will cover all caregivers in the CCFFH.
3. The PCG is responsible to make sure there is no gap in any insurance coverage and to keep proof of uninterrupted coverage, including automobile, in the CCFFH file. This proof of coverage will be made available to the DOH or CTA as requested.

Policy #6 Fiscal Requirements

The purpose of this policy is to assure the CCFFH has adequate resources to operate a CCFFH business, pay all related business, and residential expenses, whether a CCFFH has clients or not.

1. The CCFFH will keep financial records reflecting income and all money received regarding the CCFFH business. Financial records should also include all direct, indirect expenditures, and expenses related to the operation of the CCFFH. **These records may contain copies of electric bills, cable, phone, mortgage, paystubs, invoices, grocery receipts, receipts for medical equipment, etc.
2. The CCFFH will keep financial records following generally accepted accounting principles.
3. CCFFHs can use the CTA monthly budget sample forms, keep saving and checking account statements, tax returns or any other form of financial record to prove the CCFFH has adequate finances to run a CCFFH business and operate the residence. Financial auditing is part of the regulatory review process by the DOH and/or CTA.

** The CCFFH will not rely solely on the income of clients, as there is no guarantee what type of clients (Medicaid or Private Pay) nor how many clients will be in the CCFFH at any given time.

Policy #7 Reporting Changes

The purpose of this policy is to report changes to the appropriate agency within 30 days of the change.

1. The CCFFH will immediately report to CTA changes affecting the CCFFH's ability to comply with HAR requirements. Changes that will be reported include, but are not limited to:
 - A. Changes that may pose a risk to the life, health, safety, or welfare to the clients. These changes will also be reported to the client's CMA.
 - B. Changes in the criminal history record, child abuse and neglect, and adult protective service perpetrator history of any member of the household or substitute driver, except for clients receiving care.
 - C. Changes in the household composition (example; someone moves out or in), structure of the residence changes (example: construction or renovation); or any dependent household members change (a baby is born, a parent moves in, or child turns 18).
 - D. Changes in address.

Changes to the service delivery site will be approved by CTA **before** the CCFFH relocates to make sure the minimal physical environment requirements are met through an onsite CCFFH inspection. Caregivers will inform the CMA before making changes to the structure of the building to ensure the client's health will not be affected.
 - E. Changes to contact information including but not limited to: email address and phone number.

Policy #8 Client Care and Services

The purpose of this policy is to outline care and services to be provided to the clients in the CCFFH.

1. Anyone in the CCFFH, who is receiving any type of care, including meal preparation, is considered a client unless related to the PCG. This could include boarders/renters.
2. Care and Services provided to the client will:
 - A. Be appropriate to the age, condition of the client, and be provided in a homelike environment.
 - B. Be based on care directions from the client to the maximum extent possible, with monitoring by the CMA when the client is not capable of providing care directions.
 - C. Be based on the caregiver following a service plan focused on the client's needs. The RN CM will delegate client care and services through RN delegation training. Primary and Substitute Caregivers will receive RN delegation training before providing care to clients, per Chapter 16-89, Subchapter 15. RNs have the right to decline delegation based on their professional assessments based on the needs of the client, stability of the client, RN assessment of caregiver ability and assessment of the potential for harm
 - D. Include personal care, homemaker, transportation, and respite services, as stated in service plan.
 - E. Include the caregiver practicing the following:
 - i. Appropriate, safe techniques and infection control procedures.
 - ii. Encouragement of client independence, as much as possible.
 - F. Include recreation and social activities, which will:
 - i. Be arranged and provided, in accordance with the client's service plan, in or outside the CCFFH based on the client's interests, needs, and capabilities.
 - ii. Include access by the client to radio, television, internet, and telephone.
 - iii. Access to privacy for private conversations, receipt of unopened mail, private visitation area including the client's bedroom if the client so chooses.
3. Medications will be administered to clients based on current physician orders and in accordance with

the RN delegation laws and policies of the client's CMA. Medications will be stored and administered in accordance with guidelines from the Drug Enforcement Administration (DEA) and the Food and Drug Administration (FDA).

4. Special feeding needs and dietary orders will be followed according to the client's service plan, physician orders, and training provided by the clients CMA.
5. Medication errors and drug side effects will be immediately reported to the client's physician and the CMA within 24 hours. Caregivers will complete an Adverse Event Form and the action the caregiver took in the client's progress notes.
6. Use of physical or chemical restraints, including but not limited to sedating medication, safety belts, and side rails will:
 - A. Be ordered by a physician
 - B. Be reflected in client's service plan
 - C. Be based on an assessment that includes the consideration of less restrictive restraint alternatives.
7. Medicaid and Private Pay clients will receive the same food for meals and snacks within dietary MD orders. All clients will be treated equally without discrimination based on payment source or amount of payment.

Policy #9 Smoking Policy

The CCFFH will have policies regarding smoking on the property which:

1. Prohibit smoking in enclosed living and recreational areas used by clients: and
2. Identify designated areas for purposes of smoking

If no smoking is allowed on the property, the CCFFH will designate it as such.

Policy #10 Reporting of Adverse Events

The purpose of this policy is to assure the timely and appropriate reporting of adverse events.

1. The term "Adverse Event" means any incident or event which may have quality of care implications for clients, including, but not limited to:
 - A. Bodily injuries sustained by the client, regardless of cause or severity;
 - B. Medication errors;
 - C. The whereabouts of the client are unknown; or
 - D. Any Protective Services reports (APS or CPS) or investigation involving the client or the facility in which the client is residing.
 - E. Also included in Adverse Events are falls with or without injury, emergency room visits, hospitalizations, death, pressure ulcers, APS and Child Protective Services involvement, and anytime EMS is called to the residence for any reason whether related to the client, caregiver, or household member.
2. A verbal report to the client's CMA will be made within twenty-four (24) hours of the adverse event; and
3. A written report will be sent to the client's CMA within seventy-two (72) hours of the adverse event, excluding weekends and holidays.
4. A written report will be faxed to CTA within 7 business days from date of incident by the CMA, excluding weekends/holiday.

Policy #11 Environmental Requirements

The purpose of this policy is to assure a safe and accessible environment for the client.

The certificate holder will make sure the minimum physical environment requirements are met according to the HAR Section 17-454-48 and/or the 3-person certified CCFFH requirements.

When the CCFFH has an outside gate, the CCFFH will have a mechanism for visitors to alert those on the inside of the residence that there are visitors outside. All visitors, including department and CMA personnel as well as client friends/family members will be let into the CCFFH in a prompt manner.

The CCFFH will be kept in a clean, well ventilated, adequately lit and a safe manner including, but not limited to: No pests (ants, roaches, mice), safe food storage and preparation, no clutter or garbage, have a working toilet, exits are not blocked, running hot and cold water, window screens have no holes to allow pests inside, follow sanitation guidelines, and have a working stove/oven and refrigerator/freezer.

Clients can furnish and decorate their room within any contractual agreement they may have with the CCFFH.

Clients have the freedom, choice, and support to have independent access to food and beverages at any time, unless otherwise indicated on their service plan. This includes clients choosing when and where to eat. Clients are not limited to specific mealtimes. This also includes choices of the types of foods they want to eat. Nutritious meals will be offered to all clients. All clients will be offered the same types of foods regardless of payment source. Cultural preferences will also be considered. The CCFFH does not have to provide food items that are costly or difficult to prepare. Alternative food choices will be given to clients when the main option is not client preferred.

Client bedrooms and bathrooms will have locks on them for privacy unless otherwise stated in the client's service plan. Only the client and those identified as needing keys will have access. Client locks must be able to be unlocked and locked by the client independently. The CCFFH understands that Med-Quest has recommended the use of single action locks for ease of use and in case of an emergency.

Policy #12 Client Rights

The purpose of this policy is to assure clients are aware of their rights. (See CCFFH Admission and Agreement Policy and Procedure for a list of client rights)

1. A copy of the client's rights will be given to the client or the client's legal representative and made available to the public when requested.
2. The client will be fully informed, either before or at the time of admission of these rights and of rules outlining the client's expected conduct in the CCFFH.
3. There will be documentation signed by the client or the client's legal representative of this procedure being performed and kept in the client's file. **The PCG will be responsible for ensuring the client or the client's legal representative has received a signed copy and understands their rights. **If a client has a legal representative because the client has been deemed incapable, documents will be signed by the representative.

Clients have choices about settings where they live, work, and receive services. Clients will have the freedom, choice, and support to control their schedules and activities. They also have the choice of who their roommate is.

Visitation will occur at any time of the day or night based on client choice including choice of visitors.

Visitors do not need alert the CCFFH ahead of time that they are coming. However, if the client they wish to visit is not at the CCFFH then the visitor will need to come back another time. The CCFFH may have visitors sign in on a log. Visits can occur in any common area or the client's bedroom based on choice. Visitation will occur in a setting that allows the client to speak freely without anyone listening to their conversation if the client chooses to do so.

Visitation should occur with respect to the preferences of other clients in the CCFFH. Any limitations on visitation will be documented in the client's service plan.

Policy #13 Grievances

The purpose of this policy is to assure clients are aware of the grievance procedures to address a concern with the operation or services of the CCFFH, to improve processes and procedures, as well as ensure program requirements meet quality standards. Filing a grievance or complaint does not mean any wrongdoing has occurred.

All persons have a right to make a complaint or voice a concern without any form of retaliation including but not limited to: harassment, requiring client to move from the CCFFH, telling the client or the person making the complaint they should not have made the complaint, returning accusations towards the client, refusing, or withholding any services, or treating the client differently because they made a complaint.

1. The PCG will inform the client or the client's legal representative of the grievance procedure and the right to appeal in a grievance situation prior to or at the time of admission.
2. The PCG will give a written copy of the grievance procedure to the client or legal representative, which includes the names and telephone numbers of the individuals who will be contacted to report a grievance including DOH and CTA.
3. The PCG will get signed acknowledgements of the grievance policy reviewed by the client or legal representative and will be kept in the client's file.

Policy #14 Records and Reports

The purpose of this policy is to assure readable, current, truthful, and correct information is present in the CCFFH.

1. The PCG will maintain an up-to-date book or list of community resources or be able to access the resources online.
2. The PCG will keep CCFFH personnel records organized, following a table of contents, if applicable.
3. The PCG will keep separate client charts for each client following each client's CMA policy. The file will be legible and kept organized by the CCFFH. Documentation will include timely signing and dating of each entry in black ink. Entries in the client file will be kept consistent with documentation standards. Entries will be kept in detail to permit effective professional review and will provide information for necessary follow up care. The contents of each client's file will be consistent with program standards, follow any client CMA table of contents and will contain:
 - A. Client's vital information – taken and recorded according to MD orders or client's service plan;
 - B. Client's individual service plan, read and signed by the PCG;
 - C. Copies of current physician's orders;
 - D. Client specific emergency management procedures;
 - E. Medication administration record (MAR) and/or log, will be kept up to date by the CCFFH and signed at the time medications are administered according to current health care best practice standards and standard rights of Medication Administration;
 - F. Caregivers will check the prescription label against the MAR when administering medication according to the above standards and bring any that do not match to the attention of the client's CMA for reconciliation to ensure medication is being administered and documented as ordered.
 - G. Daily documentation of the provision of services through;
 - i. Activity of daily living flow sheets will be completed daily
 - ii. Personal and skilled nursing care
 - iii. RN and SW CM visit notes and assessments

- iv. Documentation of significant events
- v. Adverse events
- H. Client account record will be completed on the day of the expense;
- I. Personal inventory of client's belongings kept up to date

Policy #15 Suspected Abuse, Neglect and/or Exploitation

The purpose of this policy is to safeguard clients from abuse, neglect, and/or exploitation. This policy is implemented in conjunction with the Hawaii Revised Statutes on Adult Protective Services 346-221.

A Copy of HRS §346-221 can be found on the Hawaii Legislative website at http://www.capitol.hawaii.gov/hrscurrent/Vol07_Ch0346-0398/HRS0346/HRS_0346-0221.htm

All suspected cases of abuse including caregiver neglect or exploitation will be documented on an Adverse Event Report (AE), and reported to Adult Protective Services (APS) who will investigate according to APS rules, policy, and procedure.

CCFFH providers are mandated reports and will comply with mandated reporter laws. A copy of the guide can be found on the DHS website: <http://humanservices.hawaii.gov/ssd/files/2013/01/APS-Guidelines.pdf>

Definitions

Abuse means any of the following, separately or in combination:

- (1) Physical abuse
 - (2) Psychological abuse
 - (3) Sexual abuse
 - (4) Financial exploitation
 - (5) Caregiver neglect
 - (6) Self-neglect
1. Physical abuse means:
 - A. The non-accidental infliction of physical or bodily injury, pain, or impairment, including but not limited to hitting, slapping, causing burns or bruises, poisoning, or improper physical restraint; or
 - B. Causing physical injuries that are not justifiably explained or where the history given for an injury is at variance with the degree or type of injury.
 2. Psychological abuse: the infliction of mental or emotional distress by use of threats, insults, harassment, humiliation, provocation, intimidation, or other means that threatens, confuses or frightens a vulnerable adult.
 3. Sexual abuse: nonconsensual sexual contact or conduct caused by another person, including but not limited to:
 - A. Sexual assault, molestation, sexual fondling, incest, prostitution; or
 - B. Pornographic photographing, filming, or depiction
 4. Financial exploitation: the wrongful taking, withholding, appropriation or use of a vulnerable adult's money, real property, or personal property including but limited to:
 - A. The breach of a fiduciary duty, such as the misuse of a power of attorney or the misuse of guardianship privileges, resulting in the unauthorized appropriation, sale, or transfer of property;
 - B. The unauthorized taking of personal assets;
 - C. The misappropriation or misuse of moneys belonging to the vulnerable adult from personal or joint account(s); or
 - D. The failure to effectively use a vulnerable adult's income and assets for the necessities

required for the vulnerable adult's support and maintenance, by a person with a duty to expend income and assets on behalf of the vulnerable adult for such purposes.

Financial exploitation may be accomplished through coercion, manipulation, threats, intimidation, misrepresentation, or exertion of undue influence.

5. Caregiver Neglect: means the failure of a caregiver to exercise that degree of care for a vulnerable adult that a reasonable person with the responsibility of a caregiver would exercise within the scope of the caregiver's assumed, legal, or contractual duties, including but not limited to the failure to:
 - A. Assist with personal hygiene;
 - B. Protect the vulnerable adult from abandonment;
 - C. Provide, in a timely manner, necessary food, shelter, or clothing;
 - D. Provide, in a timely manner, necessary health care, access to health care, prescribed medication, psychological care, physical care, or supervision;
 - E. Protect the vulnerable adult from dangerous, harmful, or detrimental drugs, as defined in section 712-1240; provided that this paragraph shall not apply to drugs that are provided to the vulnerable adult pursuant to the direction or prescription of a practitioner, as defined in section 712-1240;
 - F. Protect the vulnerable adult from health and safety hazards; or
 - G. Protect the vulnerable adult from abuse by third parties.
6. ALL information related to a suspected case of abuse, neglect or exploitation will be reported to: Adult Protective Services: (808) 832-5115
 - A. **Oahu:** (808) 832-5115
 - B. **Kauai:** (808) 241-3337
 - C. **Maui/Molokai/Lanai:** (808) 243-5151
 - D. **East Hawaii** (Hilo/Hamakua/Puna): (808) 933-8820
 - E. **West Hawaii** (Kau/Kona/Kohala/Kamuela): (808) 327-6280
7. All Adult Protective Service reports and investigations will be reported on an Adverse Event form.

Child Abuse Reporting: If a caregiver suspects child abuse, the caregiver will call Child Protective Services: (808) 832-5300 on Oahu; on Neighbor Islands call 1-800-494-3991

Policy #16 Client Finances

The purpose of this policy is to assure consistent, orderly recording and management of client funds when they or family are unable or unwilling to do so. CCFFHs who agree to handle any client finances takes on all legal obligations including reporting to the IRS, Social Security, etc. The person(s) responsible for handling client finances in the CCFFH will ensure they understand how any additional money is to be legally spent. Direction should come from Med-Quest for all additional monies or increases in income, such as one time IRS payments or increase to social security, before spending any of these monies. Some payments must go directly to the client and cannot be used to pay for increases to room and board and must be spent on specific items as allowed under law. Should anyone in the CCFFH inappropriately spend any client's money, Adult Protective Services and other appropriate authorities will be contacted.

1. Client monies will be kept in a location separate from the CCFFH family and an accounting record will be kept which will allow for easy review.
2. The client may be allowed to keep and manage their own money if they desire. The client file will reflect the client manages their own finances and no money exchanges hands between client and caregiver except for room/board and service payments.
3. If the CCFFH will manage the client's money and the client agrees, this will be reflected in the client's

file.

4. When the client or the client's family determine the caregiver will manage the client's spending money (monthly allowance) the following conditions will apply:
 - A. The money will be kept in a savings or checking account, wallet, envelope, or container and used only for the client. Refer to CCFFH Admission Policy and Agreement for more details.
 - B. A client account will be kept. This written ledger will be kept up to date and indicate money received, money spent, and the remaining balance. The balance on the ledger will match the amount of money in the client's bank account, wallet, envelope, or container.
 - C. Receipts will be kept for all money spent on behalf of or at the direction of the client. Personal funds and valuables of the client will not be kept with those of the CCFFH, caregivers, household members or other clients. Client funds will not be used as residential/family funds or petty cash.

Policy #17 Documentation

The purpose of this policy is to describe the guidelines for documenting provided services in the client's record.

Ongoing care is recorded in both charts kept by the CMA and the CCFFH provider. Clinical staff and providers record pertinent information and address a client's needs, problems, capabilities, limitations, and responses to interventions.

1. A client file is kept by the CCFFH on each client to provide a permanent record of each client.
2. Documentation must be neat, legible and include the full signature (not initials), title of the person making the entry and the full three-part date with Month/Date/Year on all entries. Printing rather than use of cursive is recommended.
3. The client's first and last name will appear on every document.
4. Entries into a client's file will be made in black ink only.
5. There will be no erasure, use of white-out or copying the information to a new sheet/document. If mistakes are made in the record, a single line should be drawn through the entry, chart the date/time and "error" written by the entry and initial the entry. Then the correct information should be charted.
6. In-person, telephone or electronic consultation/communication regarding clients will be documented in client record.
7. Documentation will be recorded in the client's file, by the caregiver, as needed to accurately reflect care given/received by the client and to address all needs, problems, capabilities/accomplishments, and progress towards service plan goals.

Policy #18 Contracts with Case Management Agencies

The CCFFH will not have a verbal or written agreement with any Case Management Agency to accept only those Case Management Agency's clients.

No PCG, SCG, owner of the CCFFH property, or any other adult in the CCFFH will be related in any way to a paid or unpaid member of the staff or officer of a CMA.

Policy #19 Cooperation with Case Management Agencies and the Department

The CCFFH will always cooperate with the CMA serving a client in the CCFFH. This includes allowing the CMA access to the CCFFH and the client at any time with or without prior notice including evenings and weekends.

The CCFFH is subject to review and investigation at any time by the DOH or its designee, 24 hours a day/7 days a week including holidays, with or without prior notice as well as representatives from DHS.

Policy #20 Confidentiality and Privacy Policy

All information relating to clients will be confidential and follow all applicable Health Insurance Portability and Accountability Act (HIPAA) laws.

Caregivers and adult household members will safeguard confidential information about clients. Including but not limited to:

1. Storage of client charts and medications
2. Procedure for visitation and phone calls
3. Maintaining client privacy
4. The CCFFH will inform clients about their confidentiality practices and will respect client privacy rights.
 - A. Client charts and reports are confidential and will not be released without the written consent of the client or the client's legal representative, as applicable. The client's CMA will be informed of any request for the release of information concerning clients and will retain a copy of the client's written consent to release information.
 - B. The PCG will train caregivers and adult household members on the CCFFH confidentiality and privacy practices and policies.

Policy #21 Corrective Action and Sanctions

The CCFFH will write a Plan of Correction (POC) for all deficiencies found by the DOH or its designee for any type of review performed.

The CCFFH will respond to the report by writing a POC. The POC will include a detailed explanation of what the CCFFH did to correct the deficiency and the specific plan the CCFFH will implement to prevent the deficiency from occurring in the future. The CCFFH shall be 100 percent compliant with all applicable rules before receiving a certificate. Inspection deficiency reports and POCs will be posted on the DOH website for public access.