

## **Community Care Foster Family Home (CCFFH) Admission Policy and Agreement**

CCFFHs do not have to use samples/examples provided by CTA. However, any CCFFH may use this sample policy/form to comply with current regulations. CCFFHs are not required by CTA to utilize this specific form and may develop their own. CCFFHs may develop their own policies, make their own forms or alter any CTA sample in order to meet their individual business needs.

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 (CCFFH) Admission Policy and Agreement**

Copy to be provided to the client or the client's legal representative by the CCFFH at the time of admission or before the date of admission.

### **Admission Policies:**

1. The client's admission to the CCFFH shall be based on all clients meeting the criteria of a nursing CCFFH level of care and the capability of the foster CCFFH to provide nursing level of care. A CCFFH is a facility providing 24-hour living accommodations, including transportation except emergency transportation, personal care, home maker and respite services for adults unrelated to the family living in the CCFFH.
2. Clients must be admitted to the CCFFH through the Medicaid Med-QUEST program or be private payees.
3. Clients must meet all eligibility requirements to be admitted into the CCFFH and must have an approved and licensed Case Management Agency (CMA) by the Department of Health, Office of Health Care Assurance (OHCA), herein after called 'department'.
4. The CCFFH shall not deny admission to any individual solely based on race, color, creed, sex, age, marital status, religion, ancestry, sexual orientation or national origin.
5. The CCFFH has the right to refuse a person for admission if the foster family does not have the capability for providing appropriate care.
6. Placement into any CCFFH will be determined by the CMA based on appropriate matching of client's needs and caregiver skills.
7. The number of clients shall not exceed the CCFFH's capacity as shown on the current CCFFH Certificate, which is to be visibly posted in the CCFFH. *(NOTE: If an unrelated household member moves into the CCFFH and they require care and meet the HAR requirements, they will be considered a client.)*

### **Caregiver Responsibilities:**

1. Provide a department approved and CMA delegated caregiver at all times, 24/7/365.
2. Caregiver will not utilize household members as caregivers for any direct client care unless department approved.
3. Provide services as specified in the person-centered service plan in a home-like environment.
4. Ensure all equipment is maintained in good condition to minimize hazards to clients and others.
5. Report any significant changes in the mental or physical well-being or any behavioral changes of a client to the client's case manager and physician.
6. Maintain separate records for each client and ensure all information contained in the client's record is treated as confidential. Written consent of the client or guardian shall be required for the release of any information to persons otherwise authorized to receive it.
7. Return all client records and reports to the CMA when a client is discharged. A CCFFH may not keep any copies of discharged client records.
8. Ensure all records are secured against loss, destruction, defacement, tampering or use by any unauthorized persons per Health Insurance and Portability and Accountability Act (HIPAA) regulations.
9. Provide the following for the client *(this list is not all-inclusive)*:
  - a) Always provide compassionate attention to the clients' personal needs.

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- b) All the rooms clients have access to will be kept clean, free from clutter, allowing for a quick exit during an emergency.
  - c) Clients' room and personal belongings are maintained in a safe and sanitary manner which follow environmental, fire, and safety precautions.
  - d) Provide an adequate number of qualified, department-approved and CMA trained substitute caregivers to care for the client(s) as backup to the primary caregiver.
10. Provide independent access to adequate, nutritious, and balanced food for all meals, snacks, and beverages.
- a) Caregivers will supply any supplements as ordered by physician. Supplements may be paid for by Medicaid or the client or family as allowed under the Social Security Act in relation to personal finances and under Medicaid rules for charging Medicaid clients/family. Some supplements may be paid for by the CCFFH, as agreed upon with the client and documented in service plan, such as Ensure, when they are meal replacements.
  - b) Caregivers will ensure all foods are procured, stored, prepared and served under sanitary conditions according to the Federal Food and Drug Administration Guidelines.
  - c) Caregivers will provide a variety of meat and fresh produce, per client preference.
  - d) Caregivers will follow all dietary restrictions as ordered by the client's physician, incorporating client's preferences.
  - e) Caregivers will learn to prepare food according to the physician's orders and the person-centered service plan, while incorporating the client's preferences.
11. The caregivers shall obtain delegation by the CMA for all medication that the client requires prior to administration for the first time.
- a) Medication errors and drug side effects shall be reported immediately to the client's physician, CMA, and department using an adverse event form.
12. As part of the CCFFH cost of services, the caregiver will not charge a Medicaid client for the items listed below and will pay for all items usually purchased for themselves or other family members:
- a) Food for meals, snacks (including eating food while out of the CCFFH such as in restaurants when the family is also eating out),
  - b) Grooming products that include, but is not limited to, soap, toothpaste, shampoo, deodorant, shaving cream, razors and hygienic wipes,
  - c) Laundry products that include, but is not limited to, detergent, bleach, fabric softener,
  - d) Towels, wash cloths, bed linens,
  - e) Toilet paper, tissues, paper towels,
  - f) Phone services, internet service, electricity and water (the CCFFH is not responsible for a client's personal cell phone fees. If a client does not have a cell phone the home will provide telephone services free of charge.)
  - g) All transportation with reasonable accommodations for social and recreational activities, and
  - h) Infection control items that include, but is not limited to, masks, gloves, disinfecting solutions, cleaning supplies, paper towels

\*\*\*Any charges for the above items for private pay individuals will be listed below in detail.

13. The client's personal allowance of at least \$50 per month is disbursed from the client's personal funds, prior to any payment to caregivers, allowing the client to make personal purchases such as:
- a) incidentals such as clothing,
  - b) over the counter medications and medicine not covered by insurance,

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- c) magazines/newspapers,
  - d) gifts, and
  - e) personal care items NOT used by the foster family members, etc.
14. Ensure an accurate written accounting of the client's \$50/month personal allowance. The client account record will be immediately submitted to the client, the client's representative, the CMA or the department upon request.
    - a) Client's personal funds and valuables will NOT be intermingled with those of any caregivers, household members or other clients or be used as CCFFH payments or funds,
    - b) Include receipts for all items purchased by the client or by the caregiver at the client's request, and
    - c) A current inventory of the client's personal belongings.
  15. Provide at least three (3) weeks written notice to discharge a client, if necessary, except in cases of emergency or when safety is an issue. A CCFFH will not discharge a client to an emergency room without giving proper notice.
  16. Provide recreational and social activities, which will be arranged in or out of the CCFFH based on the client's interests, needs and capabilities. This includes but is not limited to the church of the client's choice, any senior center, support group meetings, or community events that interest the client.
  17. Provide client access to radio, television, internet, and telephone as the client chooses at no cost.
  18. Maintain a working fax machine at all times in the CCFFH or have another HIPAA compliant form of electronic communication in order to communicate with client's physician, case management agency and the department to receive protected health information and maintain timely continuity of care.
  19. The CCFFH will maintain a working telephone with a messaging system in order to maintain communication between providers and client's family/visitors.
  20. Treat all client's with dignity, respect and understanding and ensure all caregiver's comply with client rights.
  21. Provide the CCFFH's written administrative program policies and procedures to the public as requested.

### **Clients' Rights and Responsibilities:**

#### **Every client in the CCFFH shall have the right to:**

1. Be fully informed, prior to or at the time of admission, of these rights and of all rules governing the client's conduct in the CCFFH. There shall be documentation signed by the client or the client's legal representative that this procedure has been carried out,
2. Reside in the CCFFH of their choice,
3. Choose their Case Management Agency without coercion or interference from anyone living or working in the CCFFH.
4. Be fully informed, prior to or at the time of admission, choice of a single bedroom or shared bedroom based on availability. This includes privacy in their unit including lockable doors, choice of roommates and freedom to furnish or decorate the unit,
5. Be fully informed, prior to or at the time of admission and during the client's stay, of services available in or through the CCFFH and related charges, if any. A CCFFH may not charge Medicaid clients for any services other than room and board,
6. Be given a minimum of three (3) weeks advance notice of transfers or discharges, except in emergencies,

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7. Be encouraged and assisted to exercise the client's rights, including the client's grievance rights and to recommend changes in policies and services to the primary caregiver or outside representative of the client's choice, free from restraint, interference, coercion, discrimination or retaliation.
  - a) The client shall be assisted in contacting individuals or agencies of the client's choice by the case management agency and
  - b) The client may present grievances to the department.
8. Be fully informed of the conditions under which the CCFFH may manage the client's personal financial affairs,
9. Not be humiliated, harassed or threatened and be free from physical and chemical restraints,
10. Physical restraints (e.g., belts, side rails, etc.) and chemical restraints (e.g., medications) may be used *only if*,
  - a) Ordered by a physician,
  - b) Reflected in the client's person-centered service plan, and
  - c) Be based on an assessment that includes the consideration of less restrictive restraint alternatives.
11. Be confident that the client's personal and medical records are kept confidential.
12. Be treated with understanding, respect, and full consideration of the client's dignity and individuality, including privacy in treatment and in care of the client's personal needs.
13. Not be required to perform services for the CCFFH unless agreed to by the client and documented.
14. Have the right to associate and communicate privately with persons of the client's choice and to send and receive personal mail and items unopened.
15. Have the right to meet with and participate in activities of social, religious and community groups at the client's discretion.
16. Retain and use personal clothing and possessions as space permits, unless doing so would infringe upon the rights of other clients.
17. If married, be assured of privacy for visits by the spouse and, if both are clients in the CCFFH, be permitted to share a room, with written consent of both clients.
18. Have daily visiting hours and provisions for privacy established.
19. Shall not have dietary restrictions used as punishment.
20. Have a right to be free from all forms of abuse.
21. Have a right to refuse treatment, medication, diet regimens or services after being fully informed and understand the consequences of such action. Such refusals will be documented in the client file.
22. Have a right to be informed of all medications a client is taking, what they are for, and any side effects. (*This can be explained to the client by their physician or caregiver.*)
23. Have a right to information about the qualifications, names, and titles of personnel providing care.
24. Clients, their families or the general public can request a copy of any of the CCFFHs policy and procedures upon written request.
25. A copy of these client rights shall be:

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- a) provided to the client or the client's legal representative on or before admission to the CCFFH,
- b) be made available to the public when requested, and
- c) a copy of these rights shall remain in the client's file.

### **Client Responsibilities:**

Under this section: Every client in the CCFFH agrees to the following:

1. Observe reasonable limits regarding the use of radios/TV, internet, visiting hours – in and out of the CCFFH, designated smoking areas, use of alcohol or medicinal marijuana as allowed under current state laws.
2. Purchase all medical items not covered by their health insurance. The client is responsible for any costs involved with the maintenance of dentures, eyeglasses, hearing aids, braces, prostheses and ambulatory equipment.
3. Be courteous and respect the rights of caregivers, household members, service providers and other clients in the CCFFH.
4. Participate in the development of his/her person-centered service plan cooperatively with staff, caregiver and physician.
5. Cooperate in the implementation of his/her person-centered service plan.
6. Inform the CMA, the department or caregiver when his/her rights are not being respected.
7. Participate in monthly fire drills.
8. Cooperate in an annual physical exam, TB clearance and re-assessment for continued eligibility of CCFFH services.

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**Room and Board/Care and Services Charges:**

The client agrees to pay the caregiver the appropriate amount as determined by current rate schedules based on level of care. The current charges are as follows:

\$ \_\_\_\_\_ per month is provided to the client for personal allowance

\$ \_\_\_\_\_ per month for room and board (Based on SSI Rate for Domiciliary Care)

\$ \_\_\_\_\_ per month for Medicaid cost-share, if applicable

\$ \_\_\_\_\_ per month for care and services (Based on level of care, i.e. Level 1, 2, 2B)

Payment will be paid to the caregiver by the \_\_\_\_\_ of the month.

**Medicaid Clients:** Care and Services are paid for by the client's Health Plan directly to the caregiver.

CMA fees are separate from CCFFH Fees.

**Only for Private Pay Clients:**

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**Visiting Hours:**

Under Authority: 42 CFR 441.301(c)(4)(vi)(d): Clients decide who visits them and visitors are allowed to come at any time the client wants. CCFFHs will support a client's right to have visitors any time they choose. CCFFHs must allow clients to have visitors in the client's bedroom or in any common area of the CCFFH. When bedrooms are shared, the preferences of others must also be respected. Providers can put procedures in place to support the health and safety of everyone living in the CCFFH. Any restrictions to visiting hours must have a sufficient reason and be documented in the client's person-centered service plan. Clients have the right to privacy with their visitors without any interference, oversight or listening in by caregivers, household members or other clients in the CCFFH. Visitors do not have to notify the CCFFH prior to visitation. However, if the client is not home, visitors will need to return at another time.

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**Smoking Policy:**

The CCFFH is a smoke-free environment. However, smoking shall be permitted outside in the following designated area(s):

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This CCFFH is a smoke free property and smoking is NOT allowed anywhere on the property.

**Leave Policy:**

The CCFFH is the client's residence and clients have the right to make their own, independent decisions and choices about how they live. Unless restricted by law, a client can choose to leave the facility to participate in social activities, family events, religious services, holiday gatherings, going on a car ride, or even an overnight visit at a family residence, etc. The CCFFH requires clients who have capacity or family members and friends of clients who lack capacity, sign out using the CCFFH log. The log information will include names and contact information as well as date and time of departure and an anticipated return timeframe. Client's and/or their family members who sign this log take full responsibility, including administration of any medications while off premises, for anything that occurs to the client outside of the CCFFH premises. This policy does not pertain to caregivers or household members of the CCFFH, which retain the liability for clients when off premises under the personal direction and observation of facility caregivers. Caregivers will give specific written instructions to the client/family regarding medication or treatments needed while away from the CCFFH or other necessary instructions and equipment needed to keep the client safe while away from the CCFFH.



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**Grievance Policy:**

Clients have a right to voice complaints or concerns about the CCFFH, caregivers or household members they are living in including but not limited to the services they are receiving or the care being provided to them by caregivers or case managers without fear of retaliation.

***Retaliation could consist of refusing or withholding services or food, discharging a client due to a complaint, making harassing, threatening, demeaning or offensive comments or gestures by a caregiver, household member, or a case manager to or near a client.***

Complaints or concerns can be referred, ***without the fear of retaliation from any caregiver, household member, or case manager***, directly to the PCG, the case manager, the Department of Health, or any of the following agencies listed below:

1. Case Manager Contacts/Phone Numbers:

<i>(Please Print)</i>	Phone: _____
<i>(Please Print)</i>	Phone: _____

2. CTA (Community Ties of America, Inc): (808) 234-5380
3. Hawaii Department of Health, Office of Health Care Assurance: (808) 692-7400
4. Adult Abuse Reporting: Monday thru Friday from 7:45am to 4:30pm
- Oahu: 832-5115
  - Kauai: 241-3337
  - Maui/Molokai/Lanai: 243-5151
  - West Hawaii (Kau/Kona/Kohala/Kamuela): 327-6280
  - East Hawaii (Hilo/Hamakua/Puna): 933-8820
5. Long Term Care Ombudsmen: (808) 586-7268
6. Client's Health Plan: Name: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
7. Emergency: 911

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**Confidentiality and Privacy Policy:**

- I wish to have my own room.
- I agree to have a roommate. I understand a bedside curtain, screen, or temporary wall shall be provided by the primary caregiver for my privacy. The cost associated with this will be covered by the Primary Caregiver.
- I understand the caregivers will not discuss or share any confidential information with anyone unless they have written consent from me, my power of attorney (POA) or Legal Guardian.

By signing below, I acknowledge I have read or have been read the policies listed above.

I understand these policies and I have received a copy of these policies, which include: an admission policy, caregiver responsibilities, client rights and responsibilities, visiting hours, smoking policy, grievance policy, confidentiality policy and privacy policy.

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(If the Client has a Legal Representative – Sign Here)*

**Legal Representative:** \_\_\_\_\_  
*(Please print)*

**Relationship:** \_\_\_\_\_  
*(Please print)*

**Primary Caregiver:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*(Signature)*

**Primary Caregiver:** \_\_\_\_\_  
*(Please print)*

**Acronyms**

- CCFFH – Community Care Foster Family Home
- CMA – Case Management Agency
- DOH, OHCA – Department of Health, Office of Health Care Assurance
- HAR – Hawaii Administrative Rules
- PCG – Primary Caregiver
- POA – Power of Attorney