

Community Care Foster Family Home Admission Policy and Agreement

Copy to be given to client or client's representative by the CCFFH

Admission Policy

1. The client's admission to the CCFFH shall be based on all clients meeting the criteria of a nursing home level of care and the capability of the foster home to provide nursing level of care. A foster family home is a facility providing 24-hour living accommodations, including transportation except emergency transportation, personal care, homemaker and respite services for adults unrelated to the family living in the home.
2. Clients must be admitted to the CCFFH program through the MeDQeX program or be private payees.
3. Clients must meet all eligibility requirements to be admitted into the Community Care Foster Family Home (CCFFH) Program and must have a licensed Case Management Agency (CMA).
4. The foster family home 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 foster family home has the right to refuse a person for admission if the foster family does not have the capability for providing appropriate care.
6. Admission to 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 home's certified capacity listed on the current CCFFH Certificate, which is visibly posted in the home.

Caregiver Responsibilities

1. Provide services as specified in the service plan in a homelike environment.
2. Ensure all equipment is maintained in good condition to minimize hazards to clients and others.
3. Report any significant changes in the mental or physical well being of a client to the client's case manager and physician.
4. 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.
5. 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.
6. 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.
7. Provide the following for the client:
 - a. A home, with all rooms maintained at all times, by the caregiver, in a safe and sanitary condition
 - b. Attention to the client's personal needs
 - c. An adequate number of qualified, CTA approved and CMA trained substitute caregivers to look after the client whenever the primary caregiver is away from the home.
8. Provide adequate, nutritious and balanced food for all meals, snacks, and beverages. Caregivers will supply any supplements as ordered by physician. Caregivers will ensure all foods are procured, stored, prepared and served under sanitary conditions. Caregivers will provide a variety of meat and fresh produce, per client preference, within any dietary restrictions

- provided by the client's physician. Caregivers will learn to cook and prepare food according to client preferences.
9. Pay for all items usually purchased for themselves or other family members, such as, but not limited to the following as part of their service reimbursement fee. The caregiver cannot charge the client for the following items:
 - a. Food for meals and snacks (including eating food while out of the home such as in restaurants when the family is also eating out)
 - b. Grooming products – such as but not limited to soap, toothpaste, shampoo, deodorant, shaving cream, razors and hygienic wipes
 - c. Laundry products – such as but not limited to detergent, bleach, fabric softener
 - d. Towels, wash cloths, bed linens
 - e. Toilet Paper, tissues, paper towels
 - f. Phone services, electricity and water
 - g. All Transportation with reasonable accommodations for social and recreational activities
 - h. Infection control items – gloves, disinfecting solutions, cleaning supplies, paper towels
 10. Provide a personal allowance for the client of at least \$50/month for the purchase of incidentals such as clothing, over the counter medications, medicine not covered by insurance, magazines/newspapers, gifts, personal care items NOT used by the foster family members, etc... The personal allowance is disbursed from client funds prior to any payment to caregivers.
 11. Ensure an accurate written accounting of the client's \$50/month personal allowance, including receipts for all items purchased by the client and a current inventory of client's possessions/belongings. Personal funds and valuables of the client will NOT be intermingled with those of the home, caregivers, household members or other clients or used as home funds. The client account record will be immediately submitted to the client, the client's representative, the CMA or the Department upon request.
 12. 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 or hospital without giving proper notice.
 13. Provide recreational and social activities, which will be arranged in or outside of the home based on the client's interests, needs and capabilities. This includes but is not limited to church of the client's choice, senior centers, support group meetings and community events that interest the client.
 14. Provide client access to radio, television and telephone as the client chooses.
 15. Supply a working fax machine in order to communicate with client's physician, case management agency and the Department.
 16. Maintain a current listing of client's possessions.
 17. Provide the CCFFH's written administrative program policies and procedures to the public as requested.

Client Rights and Responsibilities

Each client in the home 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 home. There shall be documentation signed by the client or the client's legal representative that this procedure has been carried out.
2. Have the right to reside in the home of their choice.
3. Be fully informed, prior to or at the time of admission and during the client's stay, of services available in or through the home and related charges, if any. A CCFH may not charge Medicaid clients for any services other than room and board.
4. Be given a minimum of three (3) weeks advance notice of transfers or discharges, except in emergencies.
5. 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 of Health.
6. Be fully informed of the conditions under which the home may manage the client's personal financial affairs.
7. Not be humiliated, harassed or threatened and be free from physical and chemical restraints. Physical and chemical restraints may be used;
 - a. By order of a physician;
 - b. Reflected in the client's service plan and
 - c. Be based on an assessment that includes the consideration of less restrictive restraint alternatives
8. Have a client's personal and medical records kept confidential.
9. 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.
10. Not be required to perform services for the home unless agreed to by the client and documented.
11. 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.
12. Have the right to meet with and participate in activities of social, religious and community groups at the client's discretion.
13. Retain and use personal clothing and possessions as space permits, unless doing so would infringe upon the rights of other clients.
14. If married, be assured of privacy for visits by the spouse and, if both are clients in the home, be permitted to share a room, with written consent of both clients.
15. Have daily visiting hours and provisions for privacy established.
16. Shall not have dietary restrictions used as punishment.
17. Have a right to be free from all forms of abuse.

18. Clients 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
19. Have a right to be informed of all medications a client is taking, what they are for and their side effects. This can be explained to a client by their physician or caregiver.
20. Have a right to information about the qualifications, names and titles of personnel providing care.

A copy of these client rights shall be provided to the client or the client's legal representative on or before admission to the CCFH and made available to the public when requested. Proof of the client receiving these rights shall remain in the client's file.

Each client in the home shall have the following responsibilities:

1. The client agrees to observe reasonable limits regarding the use of radios/TVs, visiting hours – in and out of the home, designated smoking areas, use of alcohol or medicinal marijuana.
2. The client agrees to 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 home.
4. Participate in the development of his/her service plan cooperatively with staff, caregiver and physician.
5. Cooperate in the implementation of his/her service plan.
6. Inform the case manager, the Department or caregiver when his/her rights are not being respected.
7. To participate in monthly fire drills.
8. Cooperate in an annual physical exam, TB clearance and re-assessment for continued eligibility of community care foster family home services.

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.

Current charges:

\$ _____/month given to client for personal allowance

\$ _____/month for room and board and cost share, if applicable

\$ _____/month for care and services

Payment will be paid to the caregiver by the _____ of the month.

Care and services for Medicaid clients are paid for by the client's health plan directly to the caregiver.

Case management fees are separate from CCFH fees.

Visiting Hours

Visiting hours are from _____ am/pm to _____ am/pm daily. Other hours may be arranged as maintaining friendships and family relationships are important to assist in supporting the client and meeting their emotional needs. Clients will be allowed to have privacy with their visitors without interference by caregivers, household members or other clients in the home. Visitors do not have to call prior to visitation. However, if the client is not home, visitors will need to return at another time.

Grievance Policy

Any Grievance, issue, complaint or concern clients have about the operation or services of the home, Case Management Agency, caregivers or household members can be referred to the caregiver of the foster family home or case manager. Clients may also present a grievance to any of the following agencies directly without any retaliation from any caregiver or case manager. Retaliation would be considered refusal or withholding of services, discharging a client because they made a complaint, making any harassing, threatening, demeaning or defensive comments to or around a client by a caregiver or case manager.

All clients have a right to voice complaints or concerns about the home they are living in, the services they are receiving or the care being provided by caregivers or case managers.

Case Manager Name and phone number: _____

Department of Health: 808-692-7400

CTA (Community Ties of America, Inc): 808-234-5380

Adult Abuse Reporting: Monday thru Friday 7:45am to 4:30pm, if an Emergency, call 911

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

The Long Term Care Ombudsman: 808-586-7268

I may also call my Health Plan:

_____ Ohana at 888-846-4262 Or _____ United at 888-980-8728

I also am aware I have a right to appeal a grievance situation by contacting the Department of Health.

Smoking Policy

THE FOSTER CARE HOME SHALL BE A SMOKE FREE ENVIRONMENT.

SMOKING SHALL BE PERMITTED ONLY OUTSIDE THE HOME IN THE FOLLOWING DESIGNATED AREAS:

This home is a smoke free property and no smoking is allowed anywhere on the property.

Foster Family Homes may use these sample policies/forms. If chosen, they will be followed as written. Homes may write their own policies and make their own forms. However, they must meet the Hawaii Administrative Rules guidelines. Homes do not have to use samples provided by CTA.

Out on Pass Policy

The client may go out on pass with family, friends or on their own, if their condition is stable, as approved by the physician and case manager provided a waiver be signed stating the foster care provider and case management agency will not be responsible for any incident that happens outside the home.

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 for my privacy by the Primary Caregiver and is their financial obligation.

I understand the home will not discuss or share confidential information with anyone whom I have not given authorized written consent for.

By signing below, I acknowledge I have read or have been read the above policies. I understand the policies and have received a copy of these policies, which include: admission policy, caregiver responsibilities, client rights and responsibilities, visiting hours, smoking policy, grievance policy, out on pass policy and privacy policy.

By signing below, I understand the services the foster home provides requires routine communication of individually identifiable health information to ensure the receipt of service and quality assurance on my behalf and allow such communication of information as needed.

Signature of client or legal guardian: _____ Date: _____

Print Name: _____

Relationship if not the client: _____

(If the client has a legal representative that person should sign this form)

Signature of primary caregiver: _____ Date: _____

Print Name: _____

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