

California
Non-Skilled
Home Care Agency
Administrative
Policies *and* Procedures
Manual

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POLICIES AND PROCEDURES MANUAL
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EDITING YOUR MANUAL

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There are a number of text placeholders that will need to be replaced with your agency's information. Text placeholders are as follows:

[HOME CARE ORGANIZATION NAME] — Your agency's business name

[BUSINESS TYPE] — Your agency's business type

California — The state your agency is licensed in

[OPENING TIME] — Your agency's opening operating time

[CLOSING TIME] — Your agency's closing operating time

[GEOGRAPHIC COVERAGE AREA] — Your agency's geographic coverage area, including cities, towns, and/or counties

[HOLIDAYS OBSERVED] — Your agency's observed holidays that you will be closed for

[DOLLAR LIMIT] — Your agency's dollar limit within document

[JOB TITLE] — Your agency's Administrator title

[STATUS] — Your agency's status: for-profit or non-profit

To Find and Replace Text Placeholders:

1. On the Edit menu, click Replace.
2. In the Find what box, enter the placeholder text exactly as it is above that you want to search for.
3. In the Replace with box, enter the replacement text.
4. Click Find Next, Replace, or Replace All.
5. To cancel a search in progress, press ESC.

To Update Table of Contents:

You can update either the whole table of contents or page numbers only.

1. Hold down CONTROL key, click the table of contents, and then click Update Field.
2. Click the option that you want.

ACCEPTANCE OF THE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

I attest that the following administrative policies and procedures have been reviewed by me and have been accepted and approved by the Owner/Governing Body as the policies and procedures that guide the practices and services for [HOME CARE ORGANIZATION NAME].

Owner/Administrator

Date

NON-SKILLED HOME CARE ORGANIZATION ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL (CALIFORNIA)

UPDATED AND REVISED DEC 2023

Includes Provider Information Notices PINs through Nov 30, 2023

Includes CHAP CA Standards v.2.2

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DATE INITIATED: _____ DATE REVISED: _____
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ORGANIZATION AND ADMINISTRATION

LICENSE

POLICY

The [HOME CARE ORGANIZATION NAME] Owner/Governing Body understands that in the State of California, that it is required to obtain a license from the CDSS (California Department of Social Services) and keep that license in compliance with all rules and regulations following the application process as stipulated by the Home Care Services Bureau <https://www.cdss.ca.gov/inforesources/community-care/home-care-services/home-care-org-application-process>. The Department protects and safeguards the right and opportunity of all persons to seek, obtain, and hold employment without discrimination, abridgment, or harassment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The California Fair Employment and Housing Act prohibits various forms of employment discrimination and empowers the Civil Rights Department to investigate and prosecute complaints alleging unlawful practices.

PURPOSE

To assure that the agency has a license to operate and is in compliance with the rules governing that license.

PROCEDURE

APPLICATION FOR INITIAL LICENSE

1. Any adult, firm, partnership, association, corporation, county, city, public agency or other governmental entity desiring to obtain a Home Care Organization license shall file with the Department an application, on forms furnished by the Department.
2. An individual, partnership, corporation, limited liability company, joint venture, association, or other entity shall not arrange for the provision of home care service by a registered home care aide to a client in California before obtaining a licensure pursuant to this chapter. This action shall be deemed “unlicensed home care services.”
3. The Home Care Organization applicant shall sign the application acknowledging he or she has read and understands the statutes and written directives which pertain to Home Care Organizations prior to the issuance of a license.
4. The application package shall contain completion of the Home Care Organization application, including fees required to Health and Safety Code (HSC) Section 1796.49. along with the following on forms furnished by the Department:
5. Application for a Home Care Organization:
 - a. Home Care Organization applicant name, mailing address and telephone number.
 - b. Type of application action requested.
 - c. Name of the individual or entity filing the application.
 - d. Name, email address, and telephone number of the Home Care Organization.

- e. Physical address and county of the Home Care Organization.
 - f. Alternate telephone number, if applicable.
 - g. Mailing address of the Home Care Organization.
 - h. Name and title of designee or person in charge of the Home Care Organization.
 - i. Total number of aides as measured by the estimated number of Affiliated Home Care Aides to be employed, or if applying prior to January 1, 2016, the current number of individuals providing home care services.
 - j. Business office hours of Home Care Organization.
 - k. Property ownership status, and name, mailing address, and phone number of property owner if renting or leasing, if applicable.
 - l. If the Home Care Organization was previously licensed, provide the previous name and license number.
 - m. If currently operating any community care facility, residential care facility for the elderly, residential care facility for persons with chronic life-threatening illness, child day care facility, day care center, family day care home, employer-sponsored childcare center, or Home Care Organization, provide the facility or Home Care Organization name and facility or Home Care Organization number.
 - n. Home Care Organization applicant or Home Care Organization licensee signature, title, county where signed, and date.
6. If the Home Care Organization applicant is a partnership, the name, signature, and mailing address of each general partner shall be provided.
 7. If a general partner is a corporation or other business organization, the chief executive officer, or equivalent shall sign the application.
 8. All general partners shall be on the license and sign the application.
 9. If the member or managing member is a corporation or other business organization, the managing member or equivalent shall sign the application for a Home Care Organization.
 10. If the Home Care Organization applicant is a corporation the application shall be signed by the chief executive officer or equivalent.
 11. Any other information which may be required by the Department for the proper administration and enforcement of this directive.
 12. Home Care Organization applicant required information:
 - a. Name and title within the Home Care Organization.
 - b. Sex of Home Care Organization applicant or Home Care Organization licensee.
 - c. Date of birth of the Home Care Organization applicant or Home Care Organization licensee.
 - d. The Home Care Organization applicant's or Home Care Organization licensee's home mailing address and home telephone number.
 - e. Other name(s) used by the Home Care Organization applicant or Home Care Organization licensee.

- f. If the Home Care Organization applicant or Home Care Organization licensee has ever held or currently holds beneficial ownership interest of ten (10) percent or more in a Home Care Organization or a facility set forth in Health and Safety Code section 1796.17(b)(8), the following shall be provided:
 - i. Name and address of facility(s) or Home Care Organizations.
 - ii. Effective date(s) of licensure.
 - iii. Facility type, if applicable.
- 13. If the Home Care Organization applicant or Home Care Organization licensee worked in the home care services industry within five (5) years of the application filing date, and if the Home Care Organization applicant or Home Care Organization licensee owned, co-owned, or operated any business within the last three (3) years of the application filing date, the following shall be provided:
 - a. Name of business.
 - b. Number of employees.
 - c. Home Care Organization applicant's or Home Care Organization licensee's title.
 - d. Start and end date of ownership or operation.
 - e. Reason for leaving.
- 14. All individuals, each general partner in a partnership, and chief executive officer or authorized representative in a corporation shall provide Home Care Organization applicant information, signature, county where signed, and date of signature.
- 15. If the Home Care Organization applicant or Home Care Organization licensee has prior or present service as an administrator, general partner, corporate officer, or director in a Home Care Organization or facilities set forth in Health and Safety Code section 1796.17(a)(8), the following shall be provided:
 - a. Name and address of facility(s) or Home Care Organization(s).
 - b. Effective date(s) of licensure.
 - c. Facility type.
- 16. The Home Care Organization applicant or Home Care Organization licensee shall disclose any current or prior TrustLine registration to the Department.
- 17. The Home Care Organization applicant or Home Care Organization licensee shall acknowledge any revocation, denial, exclusion, forfeiture or any other disciplinary action taken or in the process of being taken against a licensed clinic, health care facility, community care facility, residential care facility for persons with chronic life-threatening illness, residential care facility for the elderly, child day care facility, day care center, family day care home, employer-sponsored child care center, or Home Care Organization with which they are or were affiliated and provide the following information:
 - a. Name and address of the facility, Home Care Organization, or licensed clinic.
 - b. Effective dates of licensure.
 - c. Facility type.
 - d. Explanation of action(s) taken and how the action was resolved.
 - e. Any other information which may be required by the Department for the proper administration and enforcement of this directive.

18. Designation of Home Care Organization responsibility:

- a. Date form was completed.
- b. Home Care Organization name, physical address, county, and telephone number.
- c. Name and signature of each designee, acknowledging understanding of his or her roles and responsibilities as a designee of the Home Care Organization, and the understanding that the Home Care Organization operation is governed by statutes and written directives that are enforced by the Department.
- d. Name and signature of the Home Care Organization applicant or Home Care Organization licensee, and title.
- e. Home Care Organization applicant or Home Care Organization licensee mailing address.
- f. Any other information which may be required by the Department for the proper administration and enforcement of this directive.

PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, ORGANIZATION
STRUCTURE:

1. Corporations and Limited Liability Companies shall provide the following information:

- a. Home Care Organization name as filed with the California Office of the Secretary of State.
- b. Name of chief executive officer or equivalent.
- c. Incorporation or registration date.
- d. Place of incorporation or registration.
- e. Corporation or limited liability company number.
- f. Supporting documents as set forth in (d)(1)(A), (d)(1)(B), and (d)(1)(E).
- g. Home Care Organization principal office of business address and county.
- h. Name, title, and telephone number of contact person.
- i. Name and address of agent for service of process.
- j. If Home Care Organization applicant is an out of state or foreign applicant, the following information must be provided:
 - i. Name, mailing address, and telephone number of California representative.
 - ii. Name and addresses of all persons who hold a beneficial ownership of ten (10) percent or more interest in the corporation or Limited Liability Company.
 - iii. Percentage of the corporation or Limited Liability Company held.
 - iv. If ownership interest is indirectly held, provide a diagram showing a chain of ownership and the interests held at each level.

2. If a corporation:

- a. The number of directors, method of selection and if applicable, term of office, and frequency of meetings.