Kenyon HomeCare Consulting

Smarter Solutions.
Better Outcomes.

Non-Skilled Home Care Agency Administrative 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:

[AGENCY] — Your [AGENCY]'s business name

[BUSINESS TYPE] — Your [AGENCY]'s business type

[STATE] — 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 Owner/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.

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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 as the policies and procedures that guide the practices and services for [AGENCY].

Owner/Owner/Administrator Date

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NON-SKILLED HOME CARE AGENCY ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

REVISED 2025

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ORGANIZATION AND ADMINISTRATION

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MISSION STATEMENT

POLICY

The [AGENCY] Owner has adopted a written mission statement that reflects its commitment to the provision of efficient, effective, quality home care services to clients in the communities we serve. [AGENCY]will serve its clients with dignity and comfort, prioritize service goals based on client/representative input, and deliver timely, coordinated, and culturally sensitive services.

PURPOSE

To serve as the guiding principles for the [AGENCY]'s policies, procedures, services, and programs.

PROCEDURE

1. The mission statement is established with appropriate, if applicable, and administrative personnel input and review, and approved by the Governing Body.
2. The mission statement is reviewed, revised (if needed), and approved at least every 36 months by the Owner/Governing Body.
3. The mission statement is included in all orientation.
4. A written copy of the mission statement is available for clients, referral sources, and other interested parties.

EXAMPLE

[AGENCY] is dedicated to providing excellent and respectful home care [AGENCY] services to clients served in our communities that are provided by qualified and dedicated personnel in a fiscally responsible manner.

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POLICY AND PROCEDURE DEVELOPMENT AND IMPLEMENTATION

DEFINITIONS

Policy: A statement of principles formulated, approved, and enforced by Owner /designees to direct and limit actions as related to a specific subject.

Procedure: A set of established steps or a prescribed method to be followed routinely for optimally effective achievement of a desired result.

POLICY

[AGENCY] follows an established process for the development, approval, implementation, and access to its policies and procedures. [AGENCY] policies and procedures reflect an emphasis of quality service, current and ethical standards of practice, client rights, and the [AGENCY]'s mission statement.

Policies and procedures will be reviewed and revised if needed at least annually by the Owner/designees.

Administrative policies and procedures delineate lines of authority and responsibilities for governance, planning, public communications, and financial control of the [AGENCY].

Operational policies and procedures define personnel management, infection control, and compliance with state employment regulations.

[AGENCY] client care policies and procedures are developed by the clinical management with staff input, reviewed and approved by the Owner/Designees.

PURPOSE

1. To ensure accountability and responsibility in the oversight, review, and approval of policies and procedures which direct the services of the [AGENCY].
2. To delineate the authority for the approval process.

PROCEDURE

1. The home care [AGENCY] is licensed in the state of [STATE]
2. Policies and procedures will be written in a standardized format, approved by the Owner, maintained on the Internet, and organized for efficient reference and access.
3. The Owner/designees will review annually all policies and procedures for needed changes.

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4. The Supervisor may develop or amend policies and procedures and forward them to the Owner/Administrator for review. All policies that are amended or developed must meet with the Owner's approval. Upon approval, the Owner/Administrator will sign and date the "Acceptance of the Administrative Policies and Procedures Manual." This form will appear at the front of the manual.
5. Once approved, the Owner/Administrator will implement the policy notifying affected persons and distributing related instructions (if needed) to related personnel. If a policy or procedure requires competency testing to confirm new practice, the Owner/Administrator or designee will arrange for that competency testing.
6. Policies and procedures may be shared with community resources and facilities serving [AGENCY]clients for continuity of care, clients or their representatives, and federal and state authorities upon request. Personnel will have access to all policies including personnel policies.

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AGENCY RIGHTS AND RESPONSIBILITES

POLICY

The [AGENCY]'s Owner/Designees under stands that as a licensed home care agency in the state of [STATE] that is has certain rights and responsibilities and will adhere and to those responsibilities.

PURPOSE

To assure all responsibilities are met under State Rule

PROCEDURE

1. An applicant or [AGENCY] will:

    a. Comply with the provisions of State Rules
    b. Maintain at least one in-state office location where records are kept, secured, and accessible;
    c. Display the license issued by the Department in an area within the main office that is visible to the public, including branch office locations if applicable;
    d. Cooperate with the Department during surveys which may include reviewing [AGENCY] records and conducting on-site visits with client or patient consent;
    e. Notify the Department in writing within thirty days of any of the following:
        I. Changes of administrator, director of clinical services, or supervisor of direct care services;
        II. Beginning or ceasing operation of any office location(s);
        III. Ceasing operation of home care, home care, hospice, or hospice care centers services;
        IV. Decreasing home care, home care, or hospice service areas; and
        V. Survey or monitoring decisions and findings from a Department approved accrediting organization, or area Agency on aging for agencies approved through substantial equivalency according to State Rules.

        a. [AGENCY]must receive the Department approval for service area expansion prior to providing services in the proposed expanded service area(s).

3. [AGENCY] understands that the Department may:
    a. Conduct unannounced surveys at any time and at least once during a licensure period, except for agencies approved through substantial equivalency according to State Rules;
    b. Survey [AGENCY]at any time if the Department has reason to believe [AGENCY]is providing unsafe, insufficient, inadequate or inappropriate client or patient care;
    c. Investigate any person suspected of advertising, operating, managing, conducting, opening or maintaining an in-home service [AGENCY] or

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providing in-home services, including hospice care center services, without a license unless exempt from licensure under state law;

d. Investigate complaints against in-home services [AGENCY] s that allege noncompliance with state law;
e. Investigate allegations of noncompliance with state law, and, when necessary, in consultation with law enforcement personnel; and
f. Require [AGENCY]to complete additional criminal history background checks and disclosure statements for an individual associated with [AGENCY]or having direct contact with children under sixteen years of age, people with developmental disabilities, or vulnerable persons if the Department has reason to believe that offenses specified under state law have occurred since completion of the previous disclosure statement and criminal background inquiry.

4. [AGENCY] cooperates with the Department during surveys which may include reviewing [AGENCY] records and conducting on-site visits with patient or client consent

5. [AGENCY] understands that to ensure compliance with chapters state law, the Department may:
    a. Issue a statement of deficiencies following a survey which identifies noncompliance with chapter state law. The statement of deficiencies will include a brief statement of what is required to achieve compliance, the date by which the Department requires compliance to be achieved, contact information for any technical assistance services provided by the Department of Health and notice of the process and timeline for requesting an extension of time for good cause to achieve compliance.
    b. Require [AGENCY]to submit a written plan of correction within ten working days of receipt of the statement of deficiencies to address deficiencies that are determined to not be significant, broadly systemic, or recurring.
    c. Under this chapter, a "plan of correction" is a form developed by the Department and completed by [AGENCY]that describes:
        I. How each deficiency will be or was corrected;
        II. What measures or monitors will be put in place to ensure the deficiencies do not recur;
        III. Who is responsible for correcting each deficiency; and
        IV. When each deficiency will be or has been corrected.
    d. [AGENCY]will complete all corrections within sixty days unless the Department of Health authorizes a longer time frame for correction of some of the deficiencies. Implementation of the plan of correction is subject to verification by the Department of Health.

6. Issue a directed plan of correction following a survey which identifies
    a. Deficiencies that are determined to be significant, broadly systemic, and are not in the categories specified in state law for which [AGENCY] may be subject to a formal enforcement action.

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b. The Department may choose to issue a directed plan of correction if the Department deems the plan of correction submitted by [AGENCY]to be unacceptable because the actions proposed will not correct the deficiencies, will take too long, or fails to protect the public health, safety, and welfare;
c. Implementation, progression, and completion of the directed plan of correction may be verified by the Department of Health.

7. Deny, restrict, condition, modify, suspend, or revoke a license and assess civil monetary penalties as authorized in state law.

8. Summarily suspend or limit a license pending an enforcement action as authorized in state law if deficiencies are identified that pose an imminent risk of harm to clients or patients.

9. [AGENCY]will sign and return the completed plan of correction or directed plan of correction to the Department on or before the required date.

10. Neither the requirement to submit a plan of correction nor a directed plan of correction is an [AGENCY] action for which an ad-judicative hearing must be afforded to the [AGENCY].

11. The failure to correct the deficiencies in the statement of deficiencies or the failure to comply with the plan of correction or directed plan of correction may be grounds for an action against the license or a civil monetary penalty under state law.

12. If the Department initiates action to deny, restrict, condition, modify, suspend or revoke a license or to assess civil monetary penalties as authorized in state law, [AGENCY] will be afforded an adjudicative hearing opportunity under chapter state law and rules.

13. Responding to a "Directed plan of correction" developed by the Department of Health, based on a current statement of deficiencies and [AGENCY] 's survey history, which specifies the corrective actions [AGENCY] will take and time frames in which those actions are to be completed by submitting to the Department within ten working days of receipt, a written plan of correction for each deficiency. It is further understood that all corrections will be completed within sixty days after the survey exit date, unless otherwise specified by the Department; and no longer than ninety days after the survey exit date, a progress report describing corrections made and ongoing monitoring actions, unless otherwise specified by the Department of Health.

13. The Department is responsible to provide [AGENCY]with:
    a. a written statement of deficiencies found during a survey; and
    b. a written service area approval or denial;

15. it is understood that the licensed Home care [AGENCY] may:

    a. Discuss findings observed during a survey with the surveyor; and

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b. Discuss the statement of deficiencies, denial of service area under State Rule or denial of an exemption under State Rules with the Department's manager;

16. further it is understood that [AGENCY]has the right to respond to and contest a statement of charges according to the following provisions:

a. Department authority for license approval, denial, restriction, conditioning, modification, suspension and revocation;

b. the Administrative Procedure Act; and

c., Adjudicative proceedings.

DEPARTMENT RESPONSIBILITIES.

1. The Department may, in accordance with state law:
   a. Issue an initial license including the in-home services category(ies) and Department approved service area(s), if applicable, for twelve months following submission of a completed application and appropriate fee, and following a survey that documents the applicant meets all the requirements of the law;
   b. Issue a renewal license including the in-home services category(ies) and Department approved service area(s), if applicable, for a twenty-four-month period following submission of a completed application and appropriate fee;
   c. Issue a license for change of ownership including the in-home services category(ies) and Department approved service area(s), if applicable, to the new [AGENCY] for the remainder of the current license period following submission of the required information and appropriate fee, under State Rule.

2. The Department may:

   a. Conduct surveys at any time and at least once during a licensure period to determine compliance with state law and this chapter, except for agencies with deemed status under State Rule.
   b. Conduct one licensing survey inclusive of all in-home services categories;
   c. Investigate any person suspected of:
      i. Advertising, operating, managing, conducting, opening or maintaining an in-home service [AGENCY] or providing in-home services, including hospice care center services, without a license unless exempt from licensure under state law; or
      ii. Survey [AGENCY]at any time if the Department has reason to believe [AGENCY]is providing unsafe, insufficient, inadequate, or inappropriate care;
   d. Investigate allegations of noncompliance with state law when necessary, in consultation with law enforcement personnel;

   e. Require [AGENCY] s to complete additional disclosure statements and background inquiries for an individual associated with [AGENCY] or having direct contact with children under sixteen years of age, people with developmental disabilities, or

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vulnerable adults if the Department has reason to believe that offenses specified under state law have occurred since completion of the previous disclosure statement and criminal background inquiry'

f. Approve, deny or revoke requests by home care, hospice or home care agencies for initial service area or service area expansion based on:

    i. [AGENCY]'s demonstrated ability or inability to comply with this chapter as illustrated by substantiated complaint history, survey outcomes or enforcement action; and
    ii. Evidence of [AGENCY]'s ability or inability to manage and supervise services throughout the approved service area under criteria listed in State Rules

g. Approve, deny, restrict, condition, modify, suspend, or revoke a license under this chapter under state law);

h. Issue a statement of deficiencies following a survey which identifies noncompliance with state laws and this chapter; and

i. Prepare and serve upon [AGENCY] or applicant at the earliest practical time a statement of charges following a survey which identifies noncompliance with state laws and this chapter. The statement of charges shall be accompanied by a notice that [AGENCY]or applicant may request a hearing to contest the charges.

3. An in-home service [AGENCY] that is approved to provide home care services under contract with and monitored by other state agencies or the AAA to provide home care services is not subject to the state survey requirement when the following have been met:

    a. The Department has determined that the applicable survey standards of DSHS or the AAA are substantially equivalent to those required by this chapter and chapter state law;
    b. Verification that an on-site DSHS or AAA monitoring has been conducted during the previous twenty-four months;
    c. [AGENCY]has submitted to the Department a copy of the final executed contract; and
    d. DSHS or the AAA submits to the Department copies of monitoring reports and other relevant reports or finding that indicate compliance with licensure requirements, and the monitoring reports include samples of private pay clients, if applicable.

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