Kenyon HomeCare Consulting

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Virginia

Non-Skilled Personal Care Services 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 NAME]'s information. Text placeholders are as follows:

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

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

Virginia — The state your [AGENCY NAME]is licensed in

[DAYS & HOURS OF OPERATION] — Your [AGENCY NAME]'s days and hours of operation

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

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

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

[JOB TITLE] — Your [AGENCY NAME]'s Owner/Administrator title

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

To Find and Replace Text Placeholders:

1. On the Edit menu, click Find > 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.

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

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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 NAME].

Owner/Executive administrator Date

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VIRGINIA NON-SKILLED PERSONAL CARE SERVICES AGENCY ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

REVISED OCTOBER 2024

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ORGANIZATION AND ADMINISTRATION

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AGENCY MANAGEMENT AND ADMINISTRATION

POLICY

[AGENCY NAME]'s Owner/Designees understands that as a licensed Personal Care Services agency in the state of Virginia that is has certain rights and responsibilities and will adhere to those responsibilities. "Personal Care Services organization" or "HCO" means a public or private entity providing an organized program of home health, pharmaceutical or personal care services, according to § 32.1-162.1 of the Code of Virginia in the residence of a client or individual to maintain the client's health and safety in his home. [AGENCY NAME] does not include any family members, relatives or friends providing caregiving services to persons who need assistance to remain independent in their own homes.

1. [AGENCY NAME] does not operate a Personal Care Services organization, as defined in § 32.1-162.7 of the Code of Virginia, without having first obtained a license.
2. [AGENCY NAME] complies with:
    a. This chapter (12VAC5-381).
    b. Other applicable federal, state, or local laws and regulations.
    c. The organization's own policies and procedures.
    d. The agency carries Malpractice insurance consistent with § 8.01-581.15 of the Code of Virginia.
    e. The agency carries General liability insurance covering personal property damages, bodily injuries, product liability, and libel and slander of at least $1 million comprehensive general liability per occurrence; and
    f. A Third-party crime insurance or a blanket fidelity bond of $50,000 minimum.
3. [AGENCY NAME] shall submit or make available reports and information necessary to establish compliance with this chapter and applicable law.
4. [AGENCY NAME] permits representatives from the OLC to conduct inspections to:
    a. Verify application information.
    b. Determine compliance with this chapter.
    c. Review necessary records and documents; and
    d. Investigate complaints.
5. [AGENCY NAME] understand it must notify the OLC 30 days in advance of changes affecting the organization, including the:
    a. Service area.
    b. Mailing address of the organization.
    c. Ownership.

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d. Services provided.

e. Operator.

f. Organization name; and

g. Closure of the organization.

6. The current license from the department shall be posted for public inspection.

7. Service providers or community affiliates under contract with [AGENCY NAME] must comply with the organization's policies and this chapter 381.

8. [AGENCY NAME] shall not use any advertising that contains false, misleading or deceptive statements or claims, or false or misleading disclosures of fees and payment for services.

9. [AGENCY NAME] has regular posted business hours and be fully operational during such business hours. In addition, [AGENCY NAME] arranged for services to their clients on an on-call basis 24 hours a day, seven days a week.

10. [AGENCY NAME] only accepts a client only when [AGENCY NAME] can adequately meet that client's needs in the client's place of residence.

11. [AGENCY NAME] must have a prepared plan for emergency operations in case of inclement weather or natural disaster to include contacting and providing essential care to clients, coordinating with community agencies to assist as needed, and maintaining a current list of clients who would require specialized assistance.

12. [AGENCY NAME] shall encourage and facilitate the availability of flu shots for its staff and clients.

STATUTORY AUTHORITY

§§ 32.1-12 and 32.1-162.12 of the Code of Virginia.

PURPOSE

To assure all responsibilities are met under State Rule.

PROCEDURE

1. [AGENCY NAME] 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.

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d. Cooperate with the Department during surveys which may include reviewing [AGENCY NAME] 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 Operator,Executive 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.

iv. Decreasing Personal Care Services 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.

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

3. [AGENCY NAME] 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 NAME] at any time if the Department has reason to believe [AGENCY NAME] is providing unsafe, insufficient, inadequate or inappropriate client or patient care.

c. Investigate any person suspected of advertising, operating, managing, conducting, opening or maintaining a Personal Care Service or providing in-home services, including hospice care center services, without a license unless exempt from licensure under state law.

d. Investigate complaints against [AGENCY NAME] 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 NAME] to complete additional criminal history background checks and disclosure statements for an individual associated with [AGENCY NAME] 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 NAME] cooperates with the Department during surveys which may include reviewing [AGENCY NAME] records and conducting on-site visits with patient or client consent.

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5. [AGENCY NAME] 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 Virginia Department of Health Office of Licensure and notice of the process and timeline for requesting an extension of time for good cause to achieve compliance.
    b. Require [AGENCY NAME] to submit a written plan of correction within ten working days of receipt of the statement of deficiencies to address deficiencies that are determined 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 NAME] 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 NAME] will complete all corrections within sixty days unless the Virginia Department of Health Office of Licensure authorizes a longer time frame for correction of some of the deficiencies. Implementation of the plan of correction is subject to verification by the Virginia Department of Health Office of Licensure.
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 NAME] may be subject to a formal enforcement action.
    b. The Department may choose to issue a directed plan of correction if the Department deems the plan of correction submitted by [AGENCY NAME] 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 Virginia Department of Health Office of Licensure.
7. Deny, restrict, condition, modify, suspend, or revoke a license and assess civil monetary penalties as authorized in state law.

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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 NAME] 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 a [AGENCY NAME] action for which an adjudicative hearing must be afforded to [AGENCY NAME].
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 NAME] 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 NAME]'s survey history, which specifies the corrective actions [AGENCY NAME] 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 Virginia Department of Health Office of Licensure.
14. The Department is responsible to provide [AGENCY NAME] 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 [AGENCY NAME] may:
    a. Discuss findings observed during a survey with the surveyor; and
    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 NAME] 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.

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DEPARTMENT RESPONSIBILITIES.

1. The Department may, in accordance with state law:
    a. Issue an initial license including the in-home services categories and Department approved service areas, 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 categories and Department approved service areas, 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 categories and Department approved service areas, if applicable, to [AGENCY NAME] 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 [AGENCY NAME] or providing in-home services, including hospice care center services, without a license unless exempt from licensure under state law.
    d. Survey [AGENCY NAME] at any time if the Department has reason to believe [AGENCY NAME] is providing unsafe, insufficient, inadequate, or inappropriate care.
    e. Investigate allegations of noncompliance with state law, when necessary, in consultation with law enforcement personnel.
    f. Require [AGENCY NAME] to complete additional disclosure statements and background inquiries for an individual associated with [AGENCY NAME] or having direct contact with children under sixteen years of age, people with developmental disabilities, or 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.
    g. Approve, deny or revoke requests by [AGENCY NAME] for initial service area or service area expansion based on:

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i. [AGENCY NAME]'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 NAME]'s ability or inability to manage and supervise services throughout the approved service area under criteria listed in State Rules

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

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

j. Prepare and serve upon [AGENCY NAME] 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 NAME] may request a hearing to contest the charges.

3. [AGENCY NAME] once approved to provide Personal Care Services under contract with and monitored by other state agencies or the LOA to provide Personal 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 VDSS or LOA ,or its equivalent, are substantially equivalent to those required by this chapter and chapter state law.

b. Verification that an on-site VDSS or LOA ,or its equivalent, monitoring has been conducted during the previous twenty-four months.

c. [AGENCY NAME] has submitted to the Department a copy of the final executed contract; and

d. VDSS or LOA ,or its equivalent, 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.

REFERENCES:

12VAC5-381-150
Statutory Authority
§§ 32.1-12 and 32.1-162.12 of the Code of Virginia.
§ 32.1-162.1

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GOVERNING BODY/OWNER

POLICY

[AGENCY NAME] has a governing body/OWNER that is legally responsible for the management, operation and fiscal affairs of the organization.

PURPOSE

To assure lines of authority and legal responsibility.

PROCEDURE

1. The governing body/OWNER shall:
    a. Determine which services are to be provided by the organization.
    b. Ensure that the organization is staffed and adequately equipped to provide the services it offers to clients, whether provided directly by the organization or through contract.
    c. Comply with federal and state laws, regulations and local ordinances governing operations of the organization; and
    d. Establish a quality improvement committee.
2. The governing body/OWNER shall review annually and approve the written policies and procedures of the organization.
3. The governing body/OWNER shall review annually and approve the recommendations of the quality improvement committee, when appropriate.

REFERENCES:

§§ 32.1-12 and 32.1-162.12 of the Code of Virginia.

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EXECUTIVE ADMINISTRATOR

POLICY

[AGENCY NAME] governing body/OWNER appoints an Executive administrator who is an individual that has evidence of at least one year of training and experience in direct health care service delivery with at least one year within the last five years of supervisory or administrative management experience in home health care or a related health program.

PURPOSE

To assure the appointment of Executive administrator meets state requirements.

PROCEDURE

1. The Executive administrator shall be responsible for the day-to-day management of the organization, including but not limited to:
    a. Organizing and supervising the administrative function of the organization.
    b. Maintaining an ongoing liaison with the governing body, the professional personnel and staff.
    c. Employing qualified personnel and ensuring adequate staff orientation, training, education and evaluation.
    d. Ensuring the accuracy of public information materials and activities.
    e. Implementing an effective budgeting and accounting system.
    f. Maintaining compliance with applicable laws and regulations and implementing corrective action in response to reports of organization committees and regulatory agencies.
    g. Arranging and negotiating services provided through contractual agreement, and
    h. Implementing the policies and procedures approved by the governing body.
2. The individual designated to perform the duties of the Executive administrator when the Executive administrator is absent from the organization will be able to perform the duties of the Executive administrator as identified in 12VAC5-381-170. Executive administrator.
3. The Executive administrator or his/her designee will be available at all times during operating hours and for emergency situations.

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REFERENCES:

12VAC5-381-170. Executive administrator

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MISSION STATEMENT

POLICY

The [AGENCY NAME] Governing body/OWNER has adopted a written mission statement that reflects its commitment to the provision of efficient, effective, quality Personal Care Services to clients in the communities we serve. [AGENCY NAME] 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 [AGENCY NAME]'s policies, procedures, services, and programs.

MISSION STATEMENT

[AGENCY NAME]'s mission is to improve the quality of life of senior people by showing them respect, gratitude, and providing them with high quality of support and services they deserve. An additional part of our mission is to support those who need help with their ADL, either temporarily, occasionally or for longer periods of time.

PROCEDURE

1. The mission statement is established with appropriate, if applicable, and administrative personnel input and review, and approved by the Governing Body/OWNER.
2. The mission statement is reviewed, revised (if needed), and approved at least every 36 months by the Governing Body /OWNER.
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.

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POLICY AND PROCEDURE DEVELOPMENT AND IMPLEMENTATION

DEFINITIONS

Policy: A statement of principles formulated, approved, and enforced by Governing body/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

1. [AGENCY NAME] follows an established process for the development, approval, implementation, and access to its policies and procedures. [AGENCY NAME]'s policies and procedures reflect an emphasis of quality service, current and ethical standards of practice, client rights, and the [AGENCY NAME] mission statement.
2. The organization has implemented written policies and procedures approved by the governing body/OWNER.
3. All policies and procedures are reviewed at least annually, with recommended changes submitted to the governing body/OWNER for approval, as necessary.
4. Agency makes policies available for review, upon request, to clients and their designated representatives.
5. Agency always makes policies and procedures available to staff via electronic means.

PURPOSE

To ensure accountability and responsibility in the oversight, review, and approval of policies and procedures which direct the services of [AGENCY NAME].

To delineate the authority for the approval process

PROCEDURE

1. [AGENCY NAME] has developed and implemented written policies and procedures per VAC-5381-180 Written Policies and Procedures.
2. Policies and procedures will be written in a standardized format, approved by the Governing body/Owner, maintained on the Internet, and organized for efficient reference and access
3. Administrative and operational policies and procedures shall include, but are not limited to:
    a. Administrative records.

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b. Admission and discharge or termination from service criteria.

c. Informed consent.

d. Advance directives, including Durable Do Not Resuscitate Orders.

e. Client rights.

f. Contract services.

g. Medication management, if applicable.

h. Quality improvement.

i. Mandated reporting of abuse, neglect and exploitation pursuant to § 63.2-1606 of the Code of Virginia.

j. Communicable and reportable diseases.

k. Client records, including confidentiality.

l. Record retention, including termination of services.

m. Supervision and delivery of services.

n. Emergency and on-call services.

o. Infection control.

p. Handling consumer complaints.

q. Telemonitoring; and

r. Approved variances.

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

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

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

7. Policies will be made available for review, upon request, to clients and their designated representatives.

8. Policies and procedures will be readily available for staff use at all times.

9. The Supervisor may develop or amend policies and procedures and forward them to the Governing body/Owner/Executive administrator for review. All policies that are amended or developed must meet with the Governing body/Owner's approval. Upon approval, the Governing body/Owner/Executive administrator will sign and date the "Acceptance of the Administrative Policies and Procedures Manual." This form will appear at the front of the manual.

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10. Once approved, the Governing body/Owner/Executive 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 Governing body/Owner/Executive administrator or designee will arrange for that competency testing.
11. Policies and procedures may be shared with community resources and facilities serving [AGENCY NAME] 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.

REFERENCES:

Statutory Authority
§§ 32.1-12 and 32.1-162.12 of the Code of Virginia
§ 32.1-162.9:1.
§ 63.2-1606
VAC-5381-180

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PLAN OF OPERATIONS

POLICY

[AGENCY NAME] has an established plan of operations for Personal Care Services agency and has a system in place to assure updates the plan of operation that reflects current practice, and services provided by [AGENCY NAME], and state and local laws.

PURPOSE

To ensure accountability and responsibility for compliance with state requirements.

To delineate the authority for the approval process.

PROCEDURE

1. [AGENCY NAME] has established and implemented policies and procedures that include a written plan of operation which includes:
    a. A description of the organizational structure.
    b. Personnel job descriptions according to State Rules.
    c. Responsibilities of contractors and volunteers.
    d. Services to be provided.
    e. The days and hours of [AGENCY NAME] operation.
    f. Criteria for management and supervision of Personal Care Services throughout all approved service areas, which includes:
        i. How the initial intake and development of the plan of care will be completed per state rules.
        ii. How supervision of personnel and volunteers and monitoring of services provided by contractors will occur which meet the requirements of State Rules.
        iii. How performance evaluations for personnel and volunteers and evaluation of services provided by contractors will be conducted per State Rules.
        iv. How the quality improvement program required in State Rules will be applied throughout all approved service areas.
    g. A process to inform clients of alternative services prior to ceasing operation or when [AGENCY NAME] is unable to meet the client's needs.
    h. A plan for preserving records, including the process to preserve or dispose of records prior to ceasing operation according to State Rules.
    i. Time frames for filing documents in the client records.

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