Kenyon HomeCare Consulting

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Virginia

Skilled Home Health 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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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/Board of Directors as the policies and procedures that guide the practices and services for [AGENCY NAME].

Owner/Executive Administrator Date

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VIRGINIA
SKILLED HOME HEALTH SERVICES AGENCY ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

UPDATED FEBRUARY 2026

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TABLE OF CONTENTS

ORGANIZATION AND ADMINISTRATION....1

Agency Management and Administration....2
Governing Body/Owner....9
Executive Administrator....10
Written Policies and Procedures....12
Mission Statement....15
Policy and Procedure Development and Implementation....16
Plan of Operations....19
Financial Operations and Controls....21
Fee Settings and Collections....24
Indemnity Coverage....26
Organizational Structure....27
Organizational Chart....29
Public Disclosure....30
Legal Requirements....31
Variances....34
Drop Sites....36
Changes to the Organization/Closure/Transfer of Ownership....37

PERSONNEL AND CONTRACTORS....39

Personnel Practices....40
Equal Employment and Affirmative Action....44
Criminal Background Checks and Disclosures....45
Personnel Selection....50
Personnel Requirements/Criteria....52
Conditions of Employment....56
Personnel File Content and Management....58
Personnel, Contractor and Volunteer Records....60
Contracted Services....62
Orientation....65
Continuing Education....67
Performance Evaluations....69
Supervision of Clinical Staff....71
Supervision of Personal Care Services Attendants....74
Supervision of Homemakers/Companions....77
Corrective Action....79
Employee Grievances and Complaints....81
Job Description: *Executive administrator*....82
Job Description: *Financial Officer*....85
Job Description: *Registered Nurse Case Manager*....89
Job Description: *Supervisor*....93
Job Description: *Home Attendant*....95
Job Description: *Homemaker*....99
Job Description: Scheduler/Client Care Coordinator....102

CLIENT SERVICES POLICIES AND PROCEDURES....104

Scope and Availability of Agency Services....105

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Referral and Intake/Acceptance of Client for Services 107
Admission, Informed Consent, Assessment, Plan of care 109
Scheduling and Visits 113
Telemonitoring 115
Client Rights and Responsibilities 117
Handling Client Complaints 120
Advance Directives 121
On-Call Services 124
Emergency Care 125
Skilled Services 127
Nursing Services 129
Physical Therapy Services 130
Home Attendants Assisting with Skilled Services 132
Personal Care Services 134
Homemaker/Companion Services 140
Contracted Services 142
Coordination of Services 146
Medication Management and Assistance Services 148
Nurse Delegated Services 151
Communicating With Clients 153
Client Transfer and Discharge or Termination of Services 155
Client Expiration at Home 159

CLIENT RECORDS/INFORMATION MANAGEMENT 161

Information Management Plan 162
Client Records System 166
Record Retention And Disposal 169
Client Privacy and Security 173

PERFORMANCE IMPROVEMENT 176

Quality Improvement Program 177
Quality Improvement Program Monitoring 179
Annual Program Evaluation 181
Client Satisfaction Survey 185
Client/Family Complaints and Grievances 186
Mandatory Reporting of Abuse and Neglect 188
Client/Employee Incident Reporting 191

INFECTION CONTROL 194

Infection Control Practices, Communicable Disease Testing, Vaccinations and Exposure Control Plan 195
Tuberculosis Exposure Control 202
Hepatitis B Prevention/Vaccination 206
Standard Precautions 208
Communicable Diseases Reporting 211
Employee Exposure to Bloodborne Pathogens 213
Hazardous Waste Disposal 215

SAFETY 217

Safety Management 218
Workplace Safety 221
Personnel Safety 222

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Pets in the Home....224
Food Handling....225
Fall Prevention....227
Smoke-Free Workplace....228
Drug and Alcohol-Free Workplace....229
Violence in the Workplace....231
Intimidation, Discrimination, and Harassment....233
Behavior Management....235
Emergency/Disaster Preparedness and Procedures....237
Home Environment and Safety Assessment....243
OSHA 300/300A/301 Logs....244
Employee Protective Equipment....245
REVISION HISTORY....246

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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] will 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 will be posted for public inspection.

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

8. [AGENCY NAME] will 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 is 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 require specialized assistance.

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

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.

    d. Cooperate with the Department during surveys which may include reviewing [AGENCY NAME] records and conducting on-site visits with clients or patient consent.

    e. Notify the Department in writing within thirty days of any of the following:

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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.

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

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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.

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.

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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 for providing [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 will 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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