Kenyon HomeCare Consulting

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Better Outcomes.

Washington

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

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EDITING YOUR MANUAL

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There are several text placeholders that may need to be replaced with your agency's information. Text placeholders are as follows:

[AGENCY NAME] — Your agency's business name

[AGENCY OFFICE ADDRESS] — Your agency's business address

[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

[OBSERVED HOLIDAYS] — Observed holiday dates when your agency will be closed

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

[ADMINISTRATOR NAME] — The name of your agency's Owner/Administrator

[ADMINISTRATOR PHONE] — The phone number of your agency's Administrator

[DIRECTOR NAME] — The name of your agency's Clinical Director

[DIRECTOR PHONE] — The phone number of your agency's Clinical Director

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

[PHONE NUMBER] — There are several places in the manual where you can enter phone numbers for local services. Search for "[PHONE NUMBER]" and enter the correct phone number for each instance.

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.

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

Owner/Owner/Administrator Date

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WASHINGTON
NON-SKILLED IN-HOME CARE AGENCY ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL

UPDATED 2026-10-29

DATE INITIATED: DATE REVISED: DATE REVISED:

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ORGANIZATION AND ADMINISTRATION

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MISSION STATEMENT

POLICY

The [AGENCY NAME] 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. The 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 MISSION STATEMENT

[AGENCY NAME] 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 NAME] 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 Washington

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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.
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 the 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.

REFERENCES:

WAC 246-335-415

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AGENCY RIGHTS AND RESPONSIBILITES

POLICY

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

PURPOSE

To assure all responsibilities are met under WAC 246-335-335

PROCEDURE

1. An applicant or agency will:
    a. Comply with the provisions of chapter 70.127 RCW and this chapter;
    b. Maintain at least one in-state office location where records are kept, secured, and accessible;
    c. Display the license issued by the Department of Health in an area within the main office that is visible to the public, including branch office locations if applicable;
    d. Cooperate with the Department of Health during surveys which may include reviewing agency records and conducting on-site visits with client or client consent;
    a. At least thirty days before the expiration date of the current license, the licensee must submit to the department:
        i. A completed renewal licensing application on forms provided by the department.
        ii. Evidence of continuing insurance coverage according to WAC 246-335-320 (2)(b);
        iii. A completed and signed full-time equivalent employee worksheet on forms provided by the department.
        iv. Copies of the most current criminal history background checks and disclosure statements for the administrator, director of clinical services, or supervisor of direct care services in accordance with WAC 246-335-320 (2)(d). All criminal history background checks and disclosure

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statements required under this chapter must be renewed within two years from the date of the previous check.

v. A description of the agency's current organizational structure. For example, an organizational chart or narrative describing key positions and duties.

vi. Documentation required under WAC 246-335-350, if initially applying or reapplying for substantial equivalency status; (7) Other information as required by the department; and (8) Fees specified in WAC 246-335-990.

e. Notify the Department of Health 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 health, hospice, or hospice care centers services;

iv. Decreasing home care, home health, or hospice service areas; and

v. Survey or monitoring decisions and findings from a Department of Health approved accrediting organization, DSHS, or area agency on aging for agencies approved through substantial equivalency according to WAC 246-335-350.

2. Request approval to expand state licensing home care, home health, or hospice service areas, by submitting an amended application, on forms provided by the Department of Health, which lists all service areas for which the agency is seeking approval and information based on the criteria in WAC 246-335-415(6)

a. To request approval to expand services areas for home care, home health or hospice agencies that are certified by the Centers for Medicare and Medicaid Services, the agency will contact the Department of Health's certificate of need program and follow their separate application and approval process.

b. The agency must receive the Department of Health approval for service area expansion prior to providing services in the proposed expanded service area(s).

3. [AGENCY NAME] understands that the Department of Health may:

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a. Conduct unannounced surveys at any time and at least once during a licensure period, except for agencies approved through substantial equivalency according to WAC 246-335-350;

b. Survey the agency at any time if the Department of Health has reason to believe the agency is providing unsafe, insufficient, inadequate, or inappropriate client or client care;

c. Investigate any person suspected of advertising, operating, managing, conducting, opening, or maintaining an in-home services agency or providing in-home services, including hospice care center services, without a license unless exempt from licensure under RCW 70.127.040 and 70.127.050;

d. Investigate complaints against in-home services agency s that allege noncompliance with chapter 70.127 RCW and this chapter;

e. Investigate allegations of noncompliance with RCW 43.43.830 through 43.43.842, and, when necessary, in consultation with law enforcement personnel; and

f. Require the agency to complete additional criminal history background checks and disclosure statements for an individual associated with the agency or having direct contact with children under sixteen years of age, people with developmental disabilities, or vulnerable persons if the Department of Health has reason to believe that offenses specified under RCW 43.43.830 have occurred since completion of the previous disclosure statement and criminal background inquiry.

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

5. [AGENCY NAME] understands that to ensure compliance with chapters 246-335 WAC and 70.127 RCW, the Department of Health may:

   a. Issue a statement of deficiencies following a survey which identifies noncompliance with chapter 70.127 RCW and this chapter. The statement of deficiencies will include a brief statement of what is required to achieve compliance, the date by which the Department of Health 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.

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b. Require the 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 too not be significant, broadly systemic, or recurring.

c. Under this chapter, a "plan of correction" is a form developed by the Department of Health and completed by the 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. The 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 RCW 70.127.180(3) for which the agency may be subject to a formal enforcement action.

b. The Department of Health may choose to issue a directed plan of correction if the Department of Health deems the plan of correction submitted by the 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 RCW 70.127.170 and 70.127.180(3).

8. Summarily suspend or limit a license pending an enforcement action as authorized in RCW 34.05.479 if deficiencies are identified that pose an imminent risk of harm to clients or patients.

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9. The agency will sign and return the completed plan of correction or directed plan of correction to the Department of Health 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 RCW 70.127.170 and 70.127.180(3).
12. If the Department of Health initiates action to deny, restrict, condition, modify, suspend, or revoke a license or to assess civil monetary penalties as authorized in RCW 70.127.170 and 70.127.180(3), the agency will be afforded an adjudicative hearing opportunity under chapter 34.05 RCW, RCW 43.70.115, and chapter 246-10 WAC.
13. Responding to a "Directed plan of correction" developed by the Department of Health, based on a current statement of deficiencies and the agency 's survey history, which specifies the corrective actions the agency will take and time frames in which those actions are to be completed by submitting to the Department of Health 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 of Health; 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.
14. The Department of Health is responsible to provide the 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
    b. Discuss the statement of deficiencies, denial of service area, or denial of an exemption with the Department of Health's manager;
16. Further it is understood that the agency has the right to respond to and contest a statement of charges according to the following provisions:
    a. RCW 43.70.115, Department of Health authority for license approval, denial, restriction, conditioning, modification, suspension, and revocation;

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b. Chapter 34.05 RCW, the Administrative Procedure Act; and

c. Chapter 246-10 WAC, Adjudicative proceedings.

17. To request an exemption from specific requirements in these WACs the applicant or licensee must submit a written request to the department including:

    a. A description of the requested exemption and alternatives, if appropriate.

    b. Rationale for the exemption.

    c. Impact of the exemption on public health and safety; and

    d. Any other information the department requests.

    e. The department may grant the applicant or licensee an exemption from a requirement of this chapter if:

        i. The department determines the exemption will not jeopardize public health or safety; and

        ii. The exemption is not contrary to the intent of chapter 70.127 RCW and the requirements of this chapter.

    f. The licensee must retain a copy of each approved exemption and have them available at all times.

    a. An exemption is limited to a specific requirement and for the licensee who receives it. The exemption does not apply to a new owner due to a change of ownership under WAC 246-335-330.

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DEPARTMENT OF HEALTH RESPONSIBILITIES.

1. The Department of Health may, in accordance with chapter 70.127 RCW:
    a. Issue an initial license including the in-home services category(ies) and Department of Health 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 this chapter;
    b. Issue a renewal license including the in-home services category(ies) and Department of Health 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 of Health 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 WAC 246-335-330.
2. The Department of Health may:
    a. Conduct surveys at any time and at least once during a licensure period to determine compliance with chapter 70.127 RCW and this chapter, except for agencies with deemed status;
    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 services agency or providing in-home services, including hospice care center services, without a license unless exempt from licensure under RCW 70.127.040 and 70.127.050; or
        ii. Survey the agency at any time if the Department of Health has reason to believe the agency is providing unsafe, insufficient, inadequate, or inappropriate care;
    d. Investigate allegations of noncompliance with RCW 43.43.830 through 43.43.845, when necessary, in consultation with law enforcement personnel;

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e. Require agency s to complete additional disclosure statements and background inquiries for an individual associated with the agency or having direct contact with children under sixteen years of age, people with developmental disabilities, or vulnerable adults if the Department of Health has reason to believe that offenses specified under RCW 43.43.830 have occurred since completion of the previous disclosure statement and criminal background inquiry'

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

   i. The 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 the agency 's ability or inability to manage and supervise services throughout the approved service area under criteria listed in WAC 246-335-415;

g. Approve, deny, restrict, condition, modify, suspend, or revoke a license under this chapter under RCW 70.127.170 and 70.127.180(3);

h. h. Issue a statement of deficiencies following a survey which identifies noncompliance with chapter 70.127 RCW and this chapter; and

i. i. Prepare and serve upon the agency or applicant at the earliest practical time a statement of charges following a survey which identifies noncompliance with chapter 70.127 RCW and this chapter. The statement of charges shall be accompanied by a notice that the agency or applicant may request a hearing to contest the charges.

3. An in-home services agency that is approved to provide home care services under contract with and monitored by DSHS 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 of Health has determined that the applicable survey standards of DSHS or the AAA are substantially equivalent to those required by this chapter and chapter 70.127 RCW;

   b. Verification that an on-site DSHS or AAA monitoring has been conducted during the previous twenty-four months;

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c. The agency has submitted to the Department of Health a copy of the final executed contract; and

d. DSHS or the AAA submits to the Department of Health 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:

WAC 246-335-335
WAC 246-335-330
WAC 246-335-350
WAC 246-335-415
WAC 246-335-335
RCW 70.127
RCW 70.127.040
RCW 70.127.050
RCW 70.127.170
RCW 70.127.180[3]
RCW 43.43.930
RCW 43.43.842
RCW 43.43.845
RCW 43.34.05
RCW 43.05.479
RCW 43.70.115

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PLAN OF OPERATIONS

POLICY

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

PURPOSE

1. To ensure accountability and responsibility for compliance with state requirements.
2. To delineate the authority for the approval process.

PROCEDURE

1. [AGENCY NAME] has established and implemented policies and procedures that with a written plan of operation which includes:
    a. A description of the organizational structure;
    a. Personnel job descriptions according to WAC 246-335-425(2);
    b. Responsibilities of contractors and volunteers;
    c. Services to be provided;
    d. The days and hours of agency operation; and
    e. Criteria for management and supervision of home 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 WAC 246-335-440;
        ii. How supervision of personnel and volunteers and monitoring of services provided by contractors will occur which meet the requirements of WAC 246-335-445;
        iii. How performance evaluations for personnel and volunteers and evaluation of services provided by contractors will be conducted per WAC 246-335-425 (14) and (15); and

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iv. How the quality improvement program required in WAC 246-335-455 will be applied throughout all approved service areas.

f. A process to inform clients of alternative services prior to ceasing operation or when the agency is unable to meet the client's needs;

g. A plan for preserving records, including the process to preserve or dispose of records prior to ceasing operation according to WAC 246-335-450 (7) and (8); and

h. Time frames for filing documents in the client records;

i. Emergency preparedness that addresses service delivery when natural disasters, man-made incidents, or public health emergencies occur that prevent normal agency operation. Include, at minimum: Risk assessment and emergency planning, communication plan, informing local officials of clients in need of evacuation, and staff training and drills to test emergency plan;

2. [AGENCY NAME] has an identified Administrator who is responsible for:

a. Oversee the day-to-day operation and fiscal affairs of the agency;

b. Implement the provisions of this section;

c. Designate in writing an alternate to act in the administrator's absence;

d. Provide management and supervision of services throughout all approved service areas according to state rules;

e. Arrange for necessary services;

f. Keep contracts current and consistent with WAC 246-335-425(4);

g. Serve as a liaison between the agency, personnel, contractors, and volunteers;

h. Ensure personnel, contractors and volunteers are currently credentialed by the state of Washington, when appropriate, according to applicable practice acts and consistent with WAC 246-335-425(5);

i. Ensure personnel, contractors and volunteers comply with the agency 's policies and procedures;

j. Implement a quality improvement process consistent with WAC 246-335-455;

k. Manage recordkeeping according to WAC 246-335-450;

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l. Ensure supplies and equipment necessary to client care are available, maintained, and in working order;

m. Ensure the accuracy of public information materials; and

n. Ensure current written policies and procedures are accessible to personnel, contractors, and volunteers during hours of operation.

o. Agency Administrator is responsible to continue to update its plan of operation to reflect current practice, services provided by the agency, and state and local laws.

REFERENCES:

WAC 246-335-415
WAC 246-335*425
WAC 246-335-440
WAC 246-335-445
WAC 246-335-450
WAC 246-335-455

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