

1st Voyager Home Health Care (Voyager)

Master Policies

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January 7, 2019

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HCBS POLICIES



ANTI DISCRIMINATION POLICY - HCBS 5-A

1. Anti-Discrimination Policy can be found in the employee handbook

2. Anti-Harassment and Discrimination.

- a. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, ethnicity, religion, physical or mental disability, age, gender, sexual orientation, creed, color, national origin, sex, pregnancy, ancestry or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.
- b. Prohibited Conduct:
 - i. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
 - 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
 - 2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
 - 3. it creates a hostile or offensive work environment.
 - ii. Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors, and any unwelcome touching, pinching or other unwanted physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.
- c. Complaint Procedure:
 - i. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
 - ii. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor

or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

HIRING POLICIES AND PROCEDURES

HCBS 5-B

(Alternative: Chapter 26 - 6.3)

POLICY: Hiring policies and procedures regarding recruitment, selection, retainment, and termination of employees.

- 1. Hiring Policies And Procedures:** Policies can be found in Section 2 of the employee handbook
- 2. Criminal History Record Checks Policy**
 - 2.1.** Voyager shall require any individual seeking employment with the agency to submit to a criminal history record check to ascertain whether the individual seeking employment has been convicted of a felony or misdemeanor, which felony or misdemeanor involves conduct that the agency determines could pose a risk to the health, safety or welfare of home care consumers.
 - 2.2.** The criminal history record check shall, at a minimum, include a search of criminal history in the State of Colorado and be conducted not more than 90 days prior to employment of the individual (employment start date is considered first day of orientation).
 - 2.3.** The cost of each inquiry shall be paid by Voyager.
 - 2.4.** All background checks shall be conducted through the Colorado Bureau of Investigations website (www.cbirecordscheck.com) for all employees, contract staff and volunteers having direct personal contact with consumers and/or work anywhere within Voyager.
 - 2.5.** The background check for owners, managers and administrators will be done through the Colorado Bureau of Investigations CBI background check. In which a fingerprint background check will occur.
- 3. Employment of any individual who is convicted of a felony or Misdemeanor Policy**
 - 3.1.** Voyager shall has developed and implemented the following policies and procedures regarding the employment of any individual who is convicted of a felony or misdemeanor to ensure that the individual does not pose a risk to the health, safety and welfare of the consumer.
 - 3.2.** Normally an individual who has a convicted felony or misdemeanor would not be employed by Voyager, however, under individual scrutiny Voyager may employ such an individual if Voyager assesses the patients safety by considering the following factors:
 - 3.2.1.** The history of convictions, pleas of guilty or no contest,
 - 3.2.2.** The nature and seriousness of the crimes;

- 3.2.3. The time that has elapsed since the conviction(s);
- 3.2.4. Whether there are any mitigating circumstances; and
- 3.2.5. The nature of the position for which the applicant would be employed.

4.

Consent to Background and Reference Check

Applicant Name: _____

Present Address: _____, _____, _____

Social Security Number: _____

I, _____ hereby authorize Voyager (the "Company"), and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education, and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for employment. A telephone facsimile (fax) or xerographic copy of this consent shall be considered as valid as the original consent.

I hereby consent to the Company's verification of all the information I have provided on my application form. I also agree to execute as a condition of employment or a condition of continued employment any additional written authorization necessary for the Company to obtain access to and copies of records pertaining to this information. I also hereby authorize the Company's access to any medical histories or records pertaining to me (and any other individuals who due to my employment may be covered by any Company medical or other insurance program). With regard to the foregoing disclosures, I hereby agree to release any person, company, or other entity from any and all causes of action that otherwise might arise from supplying the Company with information it may request pursuant to this release. I understand that any false answers or statements, or misrepresentations by omission, made by me on this application or any related document, will be sufficient for rejection of my application or for my immediate discharge should such falsifications or misrepresentations be discovered after I am employed.

I attest that I have never been found guilty of abuse to another human being.

"Prospective Employee Signature" _____ Date _____

CONFIDENTIALITY POLICIES AND PROCEDURES

HCBS 5-C

POLICY: Confidentiality policies and procedures regarding the protection of client information;

It shall be the policy of Voyager (Voyager), to maintain all information regarding patient care and services confidential. Records will be secured and protected from loss and unauthorized use. Neither verbal nor written information will be disclosed without written consent of the patient to others not directly involved in the patient's care except as allowed by law. These policies shall be adopted, implemented and enforced by Voyager Home Health LLC

All information designated confidential that is obtained or generated as a result of any or all of the operations Voyager will be dealt with in a confidential manner and according to HIPAA regulations.

All information that is gathered, maintained, or stored by the Voyager becomes Voyager's property and cannot be released without proper authorization from the Administration.

PROCEDURE:

1. Confidentiality of Patient Information:

- 1.1. In order to protect any individual from invasion of privacy and to protect the interest of Voyager, any information gathered for patient care or operations will be gathered, maintained, and stored in such a manner as to assure confidentiality.
- 1.2. Voyager employees or contractors directly involved in the patient's care, maintenance or review of the patient's medical or billing record shall be instructed on the patient's right to privacy. Instructions will occur during orientation and annually. Employees will document receipt of the instructions on the "Employee Contract" form.
- 1.3. Patient information will not be displayed in the common areas of the agency where public viewing could occur.
- 1.4. Visit notes will not be left out unattended, or left open on a computer screen that is unattended.
- 1.5. Patient information filed in the client's home folders or travel charts will be secured in a confidential manner, and must be placed in the trunk of the vehicle if such confidential information is traveling with the employee.
- 1.6. All records are to be locked away in a designated area or file cabinet when not being supervised by Voyager employees or after business hours.
- 1.7. Employees/Contractors will only discuss patient information with those who have been authorized to know such information.
- 1.8. Patient information will not be discussed in public areas or in the presence of visitors or others not directly engaged in the patient's care.
- 1.9. Proven violation or breach of the confidentiality information can be cause for immediate termination of any employee.

EMERGENCY PREPAREDNESS PLAN POLICY

HCBS 5-D

POLICY: Emergency policies and procedures to address individual client emergencies and in-home emergencies, as well as natural disasters, such as blizzards, tornadoes, floods, power outages, etc.;

It is the policy of Voyager Home Health LLC (Voyager) to provide a plan that will ensure continuity of care for all patients during severe weather, disaster conditions and staff shortages, or dissolution of services.

1. This is Voyager's written emergency preparedness plan that is designed to manage consumers' care and services in response to the consequences of natural disasters or other emergencies that disrupt the agency's ability to provide care and services, or threatens the lives or safety of its consumers.
2. Voyager's Emergency Preparedness plan includes:
 - 2.1. Provisions for the management of all staff who are designated to be involved in emergency measures, including the assignment of responsibilities and functions. All staff shall be informed of their duties and be responsible for implementing the emergency preparedness plan.
 - 2.2. Education for consumers, caregivers and families on how to handle care and treatment, safety and/or well-being during and following instances of natural disasters (tornado, flood, blizzard, fire, etc, and other disasters or other similar situations appropriate to the needs of the consumer) will be performed during the consumer's first visit. This education will be individualized for the consumer's own home and or living situation.
 - 2.3. Adequate staff education on emergency preparedness will be performed during orientation so that staff safety is assured.
3. Voyager shall review its emergency preparedness plan after any incident response and on an annual basis, and incorporate into policy any substantive changes.
4. Conditions that may necessitate the implementation of the Emergency Plan include but are not limited to the following: Severe weather such as tornado, flood, blizzard and fire.

1. PROCEDURE:

1.1. Disaster Situations:

- 1.1.1. All patients admitted to service will be classified according to level of acuity to determine the order in which visits should be made during an emergency situation, as stated in the disaster Classification Policy.
- 1.1.2. All reasonable efforts will be made to prevent missed visits.
- 1.1.3. Visits may be made later in the day, rescheduled for another day or patients may be transferred to another agency if agency personnel will not be able to provide services at the frequency required by the patient's medical condition.
- 1.1.4. The agency will not be responsible for evacuation of patients.
- 1.1.5. Patients will be instructed to keep equipment fully charged when not in use, advised to listen to the local radio station during an emergency and to keep an adequate supply of medications available at all times during severe weather seasons.
- 1.1.6. The patient will be given the telephone numbers to pertinent emergency agencies that may need to be used in case there is a need for evacuation and/or emergency transportation during a disaster.
- 1.1.7. Local Numbers Include:
 - 1.1.7.1. For an Emergency: 911
 - 1.1.7.2. Poison Control Center, Local: 719-776-5333
 - 1.1.7.3. Colorado Springs Police and Fire, 24 Hour Non-emergency: 719-444-7000
 - 1.1.7.4. American Medical Response, Non-emergency: 719-636-2333
 - 1.1.7.5. Colorado Springs Police Department: 719-444-7000
 - 1.1.7.6. Colorado Springs Utilities: 719-448-4800
 - 1.1.7.7. El Paso County Public Health: 719-578-3199

1.2. The DON, Administrator or their Designee will be responsible for initiating the Emergency Preparedness Plan during severe weather, staff shortages or a disaster. He/she will assure that all clinical activities are coordinated and prioritized to maintain the safety of staff and patients.

- 1.2.1. At the onset of an emergency situation the DON or Administrator will notify key agency staff to initiate the Emergency Preparedness Plan by contacting the staff and patients who may be affected by the emergency.
- 1.2.2. Safety of the patients and staff will be the priority of Voyager.
- 1.2.3. If the emergency is weather-related staff and patients will be notified and advised to seek shelter until notified further.
- 1.2.4. The staff will be advised to report to the agency as soon as possible after the emergency to receive instructions on continuation of services. In the event of the loss of normal telephone services, mobile or cellular telephones will be utilized to maintain contact.

1.3. The following guidelines will be utilized when planning for emergency situations:

- 1.3.1. The DON will be responsible for deciding if a treatment already in progress should be discontinued.
- 1.3.2. The DON shall be responsible for determining treatment schedules until conditions are safe.
- 1.3.3. Patient's will be instructed on what supplies and equipment should be on hand during severe weather seasons and what items should be transported with them during an evacuation.

- 1.3.4. Staff members will receive instructions on the appropriate response once the Emergency Preparedness Plan has been instituted.
- 1.3.5. If the emergency should occur in the agency or the patient's home the staff present should activate the emergency unit by dialing 911.
- 1.3.6. All patients will be instructed on the use of the emergency response process.
2. **QAPI MONITORING:**
 - 2.1. The QAPI department will monitor the effectiveness of the Emergency Preparedness program as related to the following: and will forward a written report to the Government Board.
 - 2.1.1. What situations precipitated the need for instituting the plan?
 - 2.1.1.1. Staff's response to the plan and the ease of following the plan
 - 2.1.1.2. Problems encountered/interventions and response
 - 2.1.1.3. Patient feedback
 - 2.1.1.4. Opportunities for improvement identified during the process
 - 2.2. The Governing Board will be notified immediately if a flaw in the process has or will occur that places the patients or staff at risk of harm.
3. **EMERGENCY TRIAGE CLASSIFICATION POLICY**
 - 3.1. Our policy lists our consumers into Emergency Triage Classifications based upon their care needs to know which consumer's need to be safely provided for and/or transferred, and in which order. Each patient will be placed in a four category triage classifications in our protected virtual consumer database during consumer admission, and/or when consumers health needs changes. This Data will guide us in an emergency.
 - 3.2. Below are the Emergency Triage Classification lists that the consumer will be placed in.
 - 3.2.1. **Life threatening** (or potential) and requires ongoing medical treatment. When necessary, appropriate arrangements for evacuation to an acute care facility will be made.
 - 3.2.2. **Not life threatening but would suffer severe adverse effects** from interruption of services (i.e., daily insulin, IV medications, sterile wound care of a wound with a large amount of drainage.)
 - 3.2.3. **Visits could be postponed 24-48 hours** without adverse effects (i.e., new insulin dependent diabetic able to self inject, sterile wound care with a minimal amount to no drainage)
 - 3.2.4. **Visits could be postponed 72-96 hours** without adverse effects (i.e., post op without open wound, anticipated discharge within the next 10-14 days, routine catheter changes)
4. **EDUCATION FOR CONSUMERS, CAREGIVERS AND FAMILIES ON:**
 - 4.1. How to handle care and treatment, safety and/or well-being during and following instances of natural emergencies:
 - 4.1.1. **Tornado**
 - 4.1.1.1. During a Tornado. If you are under a tornado warning, seek shelter immediately. Most injuries associated with high winds are from flying debris, so remember to protect your head. Go to a pre-designated area such as a safe room, basement, storm cellar, or the lowest building level.
 - 4.1.2. **Flood**
 - 4.1.2.1. If you are located in an area that is susceptible to flooding, you should monitor NOAA Weather Radio or commercial radio or television stations for information about flood watches and warnings. The box on the left defines the terms commonly used in flood watches and warnings.

- 4.1.2.2. If you receive information about the possibility of flash flooding, be prepared to move to higher ground immediately. In all cases, you should be prepared to evacuate before water levels rise and potentially cut off evacuation routes.
- 4.1.2.3. If your current location is a flood safe area and/or you are stranded at your current location, move to the safest area of that location (the highest floor). Wait at this location until the area is safe, or until help arrives.

4.1.3. Blizzard

- 4.1.3.1. Keep the thermostat set to the same temperature both during the day and at night. By temporarily suspending the use of lower nighttime temperatures, you may incur a higher heating bill, but you can prevent a much more costly repair job if pipes freeze and burst.
- 4.1.3.2. Go to a designated public shelter if your home loses power or heat during periods of extreme cold.
- 4.1.3.3. Avoid driving when conditions include sleet, freezing rain or drizzle, snow or dense fog. If travel is necessary, keep a disaster supplies kit in your vehicle.
- 4.1.3.4. Protect yourself from frostbite and hypothermia by wearing warm, loose-fitting, lightweight clothing in several layers. Stay indoors, if possible.

4.1.4. FIRE

- 4.1.4.1. When fire is discovered:
 - 4.1.4.1.1. Activate the nearest fire alarm (if installed)
 - 4.1.4.1.2. Notify the local Fire Department by calling
 - 4.1.4.1.3. Fight the fire ONLY if:
 - 4.1.4.1.3.1. The Fire Department has been notified.
 - 4.1.4.1.3.2. The fire is small and is not spreading to other areas.
 - 4.1.4.1.3.3. Escaping the area is possible by backing up to the nearest exit.
 - 4.1.4.1.3.4. The fire extinguisher is in working condition and personnel are trained to use it.
 - 4.1.4.1.4. Upon being notified about the fire emergency, occupants must:
 - 4.1.4.1.4.1. Leave the building using the designated escape routes.
 - 4.1.4.1.4.2. Assemble in the designated area located outside of the location far from the fire:
 - 4.1.4.1.4.3. Remain outside until the competent authority (Designated Official or designee), such as the fire department, announces that it is safe to reenter.
 - 4.1.4.1.4.4. Perform an accurate head count of personnel reported to the designated area.
 - 4.1.4.1.4.5. Ensure that all employees have evacuated the area/floor.

VOYAGER HOME HEALTHCARE LLC PATIENT EMERGENCY / DISASTER PLAN

(Actual patient plan will be in the client's electronic management system (Face Sheet).)

Name: _____ Telephone: _____

Address: _____

Patient # _____ D.O.B. _____

Doctor's Name _____ Telephone: _____

Emergency Contact
& Relationship _____ Telephone: _____

Office Hours- 8:00 A.M. to 8:00 P.M. Monday-Saturday
RN on call 24 hours a day for Home Health needs

PHONE: _____ FAX: _____

IN EMERGENCY
Call EMS 911 or go to nearest Emergency Room

UTILITIES:

NON-EMERGENCY #'s

If you should have to evacuate during a disaster, Please take the following items:

1. Medication
2. Special Equipment
3. Special Dietary Foods (Non Perishable)
4. Important Papers, Valid I.D.

**Please post your Name, Phone Number, Address, and Directions to your Home by Every Phone.
When feasible, early evacuation to a relative or friend's home outside the disaster area is
recommended.**

BELOW: Individualized safety planning per patient per home to be completed by staff and consumer.

Education for all employees, consumers, caregiver, and families on how to handle care and treatment, safety, and/or well-being during the following instances of natural disasters will be provided during this visit. Understanding will be assessed and acknowledged through the “Signature Page”

In Cases of a Tornado:

In Cases of a Flood:

In Cases of a Blizzard:

In Cases of a Fire:

Other Disasters:

Notes:

CRITICAL INCIDENT REPORTING

HCBS 5-E

POLICY: Policies and procedures for handling critical incidents and accidents, such as abuse, neglect, exploitation and criminal activity;

Voyager (Voyager) will comply with the occurrence reporting requirements set forth in 6 CCR 1011, Chapter II, section 3.2. (stated below) All employees and contracted personnel will sign the “Signature Page” that they have reviewed and understood these requirements.

1. Voyager shall report to the Colorado Department of Public Health and Environment (the Department) the following occurrences by the next business day after the occurrence, or when Voyager becomes aware of the occurrence:
 - 1.1. Any occurrence that results in the death of a patient or resident of Voyager that fits the criteria below is required to be reported by Voyager’s employees and/or management to the coroner that arises from an unexplained cause or under suspicious circumstances such as:
 - 1.1.1. If the death is or may be unnatural as a result of external influences, violence, or injury;
 - 1.1.2. Due to the influence of or the result of intoxication by alcohol, drugs, or poison;
 - 1.1.3. As a result of an accident, including at the workplace;
 - 1.1.4. When the death of an infant or child is unexpected or unexplained;
 - 1.1.5. When no physician is in attendance or when, though in attendance, the physician is unable to certify the cause of death;
 - 1.1.6. From a death that occurs within twenty-four hours of admission to a hospital;
 - 1.1.7. From a disease which may be hazardous or contagious or which may constitute a threat to the health of the general public;
 - 1.1.8. If the death occurs from the action of a peace officer or while in the custody of law enforcement officials or while incarcerated in a public institution;
 - 1.1.9. When the death was sudden and happened to a person who was in apparent good health;
 - 1.1.10. When a body is unidentifiable, decomposed, charred, or skeletonized;
 - 1.2. Any occurrence that results in any of the following serious injuries to a patient or resident:
 - 1.2.1. Brain or spinal cord injuries;
 - 1.2.2. Life-threatening complications of anesthesia or life-threatening transfusion errors or reactions;
 - 1.2.3. Second or third degree burns involving twenty percent or more the body surface area of an adult patient or resident or fifteen percent or more of the body surface area of a child patient or resident;
 - 1.3. Any time that a resident or patient of Voyager cannot be located following a search of Voyager, Voyager’s grounds, and the area surrounding Voyager and there are

- circumstances that place the resident's health, safety, or welfare at risk or, regardless of whether such circumstances exist, the patient or resident has been missing for eight hours.
- 1.4. Any occurrence involving physical, sexual, or verbal abuse of a patient or resident by another patient or resident, an employee of Voyager or a visitor to Voyager.
 - 1.5. Any occurrence involving neglect of a patient or resident
 - 1.6. Any occurrence involving misappropriation of a patient's or resident's property. For purposes of this paragraph, "misappropriation of a patient's or resident's property" means a pattern of or deliberately misplacing, exploiting, or wrongfully using, either temporarily or permanently, a patient's or resident's belongings or money without the patient's or resident's consent;
 - 1.7. Any occurrence in which drugs intended for use by patients or residents are diverted to use by other persons;
 - 1.8. Any occurrence involving the malfunction or intentional or accidental misuse of patient or resident care equipment that occurs during treatment or;
 - 1.9. Diagnosis of a patient or resident and that significantly adversely affects or if not averted would have significantly adversely affected a patient or resident of Voyager.
 2. Any reports submitted shall be strictly confidential.
 - 2.1. The department may request further oral reports or a written report of the occurrence if it determines a report is necessary for the department's further investigation.
 3. No Voyager staff member or affiliate shall discharge or in any manner discriminate or retaliate against any patient or resident of a health care entity, relative or sponsor thereof, employee of Voyager, or any other person because such person, relative, legal representative, sponsor, or employee has made in good faith or is about to make in good faith, a report pursuant to this section or has provided in good faith or is about to provide in good faith evidence in any proceeding or investigation relating to any occurrence required to be reported by a health care entity.
 4. Nothing in this policy shall be construed to limit or modify any statutory or common law right, privilege, confidentiality or immunity.
 5. Nothing in this part shall affect a person's access to his or her medical record nor shall it affect the right of a family member or any other person to obtain medical record information upon the consent of the patient or his/her authorized representative.
 6. The agency shall investigate each reportable occurrence and institute appropriate measures to prevent similar future occurrences.
 - 6.1. If such an occurrence occurs Voyager will initiate an investigation, document the investigation, including creating appropriate measures to be instituted to avoid such future occurrences, and will provide the documentation regarding the investigation, including the appropriate measures to be instituted to the department, upon request.
 - 6.2. A report with the investigation findings shall be available for review by the department within five (5) working days of the occurrence.
 7. Voyager shall notify the department before it initiates discharge of any consumer who requires and desires continuing paid care or services where there are no known transfer arrangements to protect the consumer's health, safety or welfare.
 - 7.1. Emergency discharges necessary to protect the safety and welfare of staff shall be reported to the department within 48 hours of the occurrence. Code of Colorado Regulations 22
 8. Voyager shall ensure that all staff have knowledge of Article 3.1 of Title 26, C.R.S. regarding protective services for at-risk adults, and that all incidents involving neglect, abuse or financial exploitation are reported immediately, to the agency administrator or manager.

- 8.1. "At-risk adult" means an individual eighteen years of age or older who is susceptible to mistreatment, self-neglect, or exploitation because the individual is unable to perform or obtain services necessary for his or her health, safety, or welfare or lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his or her person or affairs.
 - 8.2. "Exploitation" means an act or omission committed by a person that: Uses deception, harassment, intimidation, or undue influence to permanently or temporarily deprive an at-risk adult of the use, benefit, or possession of his or her money, assets, or property; Forces, compels, coerces, or entices an at-risk adult to perform services for the profit or advantage of the person or another person against the will of the at-risk adult; or Misuses the property of an at-risk adult in a manner that adversely affects the at-risk adult's ability to receive health care or health care benefits or to pay bills for basic needs or obligations. "Mistreatment" means an act or omission that threatens the health, safety, or welfare of an at-risk adult or that exposes an at-risk adult to a situation or condition that poses an imminent risk of death, serious bodily injury, or bodily injury to the at risk adult
9. Voyager provides care and/or services to pediatric consumers. If any employee and or managerial staff has seen or has any suspicions regarding child abuse or neglect, these incidences must be reported immediately to the agency administrator or manager.
 - 9.1. Voyager shall report the incident to the appropriate local law enforcement agency or the county department, patient's physician, authorized representative, or if applicable, to the department as an occurrence. Voyager shall make copies of all such reports available to the department upon request. Upon receipt of the local law enforcement agency or the county department report, Voyager shall prepare a written report within forty-eight hours.
 - 9.2. Voyager shall document that all alleged incidents involving neglect, abuse or health professional misconduct are thoroughly investigated in a timely manner. Voyager will implement immediate procedures to protect its consumers during the investigation process by removing the consumer from any contact from the alleged perpetrator of the incident. If the alleged perpetrator is a Voyager employee, a substitute employee will be assigned to the consumer immediately.
 - 9.3. Below is Voyager's investigational procedures and documentation report.
 - 9.3.1. The name and address of the at-risk adult or pediatric consumer:
 - 9.3.2. The name and address of the at-risk adult/pediatric caretaker, if any:
 - 9.3.3. The age, if known, of the at-risk adult or pediatric consumer:
 - 9.3.4. The nature and extent of the at-risk adult's OR pediatric consumer injury, if any:
 - 9.3.5. The nature and extent of the condition that will reasonably result in mistreatment, self-neglect, or exploitation:
 - 9.3.6. Any other pertinent information:
 - 9.3.7. Within 24 hours Voyager will send a copy of the report above to the local law enforcement agency and or the county department.

CRIMINAL ACTIVITY/ ABUSE/ NEGLECT/ EXPLOITATION (A.K.A “CANE”) INVESTIGATIONS & REPORTING HCBS 5-E

POLICY: Policies and procedures for handling critical incidents and accidents, such as abuse, neglect, exploitation and criminal activity;

Voyager Home Healthcare LLC will initiate an investigation of all known and alleged acts of CANE by agency employees, including contractors and volunteers, immediately upon witnessing the act or upon receipt of the allegation.

1. GENERAL REPORTING:

- 1.1. Professionals as defined in the law are required to immediately report any belief or evidence of the client being abused, neglected, exploited and/or any other criminal activity that has or may have occurred.
- 1.2. A report shall be made regardless of whether staff suspects that a report may have previously been made.
- 1.3. Reports of Adult Abuse shall be made to:
 - 1.3.1. **El Paso County Adult Protective Services Phone: (719) 444-5755**

2. PROCEDURE:

- 2.1. The agency will contact El Paso County Adult Protective Services at 719-444-5755 and/or 911 if appropriate to make an CANE verbal report and to collect a verbal report tracking number.
- 2.2. Information related to the suspected abuse and/or neglect is communicated to the members of the interdisciplinary team. All personnel are to report all incidents of suspected client abuse and/or neglect to the Administrator and or Clinical Director, and/or Designee who will conduct an initial investigation. The designated person will ensure:
 - 2.2.1. Document the investigation and submit documentation to the appropriate authorities.
 - 2.2.2. Assure that patient is not in immediate danger of being exposed to further abuse.
 - 2.2.3. Report suspected abusers to the appropriate authorities, ie., licensing certified boards.
 - 2.2.4. Attempt follow-up with the appropriate authorities to ensure that the situation is rectified.
 - 2.2.5. Maintain confidentiality of the report.

3. TRAINING:

- 3.1. New staff shall receive this training as part of their initial training/orientation and on an annual basis. Staff will be provided this policy to review, and acknowledge as part of their training.

- 3.2. Staff shall be informed that the staff person who conducts the screening and/or who has cause to suspect a CANE situation occurred, is legally responsible for reporting. A joint report may be made with the Supervisor.

CANE VERBAL REPORT

**CANE = CRIMINAL ACTIVITY, ABUSE, NEGLECT,
EXPLOITATION**

Patient's Name: _____

Date: _____ Medical Record # _____

Patient's Age _____

Staff person conducting screening: _____

Reports of Adult Abuse shall be made to:

- El Paso County Adult Protective Services at (719) 444-5700 or 1-844-CO4KIDS

Report made _____ YES _____ NO

Date: _____

Tracking Number of CANE Report # : _____

Name of person who received report (optional): _____

Phone number of contact (when applicable): _____

Colorado Department of Human Services

Report made _____ YES _____ NO

Date: _____

Name of person who received report (optional): _____

Phone number of contact (when applicable): _____

OUTCOME: _____

COMPLAINT PROCESSING

HCBS 5-F

POLICY: A complaint log, including forms documenting the receipt, investigation and resolution of complaints;

Voyager Home Healthcare LLC shall regard all patient complaints as a serious issue. Voyager (Voyager) has developed and implemented policies that will be utilized to investigate patient complaints and provide a systematic means of monitoring and resolving complaints which include the following items:

1. Investigation of complaints made by a consumer or others about services or care that is or is not furnished, or about the lack of respect for the consumer's person or property by anyone furnishing services on behalf of Voyager.
2. Documentation of the existence, the investigation and the resolution of the complaint. Voyager shall notify the complainant of the results of the investigation and the agency's plan to resolve any issue identified.
3. Incorporation of the substantiated findings into its quality assurance program in order to evaluate and implement systemic changes where needed.
4. Voyager does not discriminate or retaliate against a consumer for expressing a complaint or multiple complaints.
5. Maintenance of a separate record/log/file detailing all activity regarding complaints received, and their investigation and resolution thereof. The record shall be maintained for at least a two (2) year period of time and shall be available for audit and inspection purposes.

1. PROCEDURE:

- 1.1. Complaints against the agency may be directed to the administrator. All complaints will be investigated within ten (10) days of receipt; the entire process from receipt of complaint through resolution will not exceed thirty (30) days.
- 1.2. The Administrator, DON or designee will investigate all complaints and all information related to the complaint will be recorded on the complaint form and logged within 24 hours of receipt. The supervisor will initiate investigation within the same time period.
- 1.3. If the complaint involves regulatory issues or rule, the supervisor will provide the complainant with a copy of the written rules and explain verbally in language that the patient/family can understand.
- 1.4. When the complaint involves the delivery of care by a service provider, staff of contractor, the Administrator / DON / designee will review the incident with the care provider and document the proceedings.
- 1.5. Interventions for serious patient issue involving care delivery may result in disciplinary action up to employment termination, notification of regulatory boards and/or initiation of the peer review process.
- 1.6. Full documentation will be maintained by utilizing patient and/or employee number vs. actual names.

- 1.7. Patients will be allowed to voice grievances without fear of reprisal. All patients will be provided with a written statement describing how to file a complaint with Colorado Department of Human Services as well as the time frames for review and resolution.

PATIENT COMPLAINT FORM

Complaint reported by: _____ Relationship _____

Date occurred _____ Date reported _____

Involved patient MR# _____ Involved Employee ID# _____

Statement of Complaint:

Received by _____ Date _____

Action Taken:

Comments:

Was complaint satisfied with resolution? ☐ Yes ☐ No

Supporting documentation attached? ☐ Yes ☐ No

Signature _____ Date _____

Evaluation of Resolution by DON or designee-----Date resolved _____

Signature of DON or Designee: _____ Date: _____

PERSONAL CARE AND HOMEMAKER TRAINING

HCBS 7-G

POLICY: Policy documenting the required training curriculum and procedure for all personal care provider and homemaker employees, including specific skill areas, first aid, universal precautions, etc.; and

1. Training:

- 1.1. All companion care/PCW's agree that if they do not already have a PCW certification, that they will obtain a PCW certification at their own expense, within three months of starting their position at our company, otherwise they agree their position with our company is forfeit after this time has expired. The PCW training program must be approved by Voyager.
- 1.2. All skills below must be evaluated and approved by the Supervising PCW. The Supervising PCW has the authority to train/orientate the new employee on these skills and must then supervise the new employee until competency is observed and approved before the new employee may start care with the client.
- 1.3. Voyager has an established process for standardized, step-by-step observation and evaluation of Homemaker/PCW competency, by the Supervising PCW, in the following subject areas prior to the assignment of tasks, requiring direct observation and/or verbal proof of the following skills:
 - 1.3.1. Communications skills;
 - 1.3.2. Observation, reporting and documentation of consumer status and the care or service furnished within the scope of practice of a Homemaker/PCW;
 - 1.3.3. Basic infection control procedures;
 - 1.3.4. Universal Precautions;
 - 1.3.5. Maintenance of a clean, safe, and healthy environment;
 - 1.3.6. Recognizing emergencies and knowledge of emergency procedures;
 - 1.3.7. The physical, emotional and developmental needs of, and methods to work with, the populations served by Voyager including the need for respect of the consumer, his or her privacy and property;
 - 1.3.8. Appropriate and safe techniques in personal hygiene and grooming that include:
 - 1.3.8.1. Bathing
 - 1.3.8.1.1. Bed/sponge,
 - 1.3.8.1.2. Tub, and
 - 1.3.8.1.3. Shower,
 - 1.3.8.2. Shampoo
 - 1.3.8.2.1. Sink,
 - 1.3.8.2.2. Tub, and
 - 1.3.8.2.3. Bed,
 - 1.3.8.3. Nail and skin care,
 - 1.3.8.4. Oral hygiene, and
 - 1.3.8.5. Toileting and elimination;
 - 1.3.9. Patient positioning; and

1.3.10. Adequate nutrition and fluid intake.

2. Supervision:

- 2.1. A supervisory visit with the Homemaker/PCW present at the consumer's home shall occur no less frequently than every 60 days. More frequent direct supervision shall occur if there are adverse changes in the consumer's condition, complaints received associated with the provision of care by an aide, supervision requested by the Homemaker/PCW or consumer for specific issues, or other matters concerning the provisions of care by the Homemaker/PCW.
- 2.2. Supervisory visits will be conducted by the certified PCW supervisor who will evaluate the homemaker/PCW skills.

PERSONNEL + EMPLOYEE ORIENTATION

HCBS 5-H

Personnel Credential (license) check (DORA) - 7.8

Annual Training - 7.8 (D)

POLICY: Policy regarding the supervision of employees (i.e., orientation, training, scheduling, conferences, on-site observation, counseling, record keeping, etc.);

1. EMPLOYEE REQUIREMENTS

- 1.1. Each employee and contracted staff shall possess the education and experience to provide services in the homes of consumers in accordance with agency policy, state practice acts and professional standards of practice.
- 1.2. Licensed, registered or certified healthcare providers shall, at a minimum, meet the following requirements:
 - 1.2.1. Be qualified as a physician, pharmacist, physician assistant, nurse practitioner, clinical social worker, social worker, physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, respiratory therapist, registered nurse, licensed practical nurse, massage therapist, certified nurse aide or other provider licensed, registered or certified by the Colorado Department of Regulatory Agencies (DORA).
 - 1.2.2. Meet the requirements for license, certification or registration set forth by DORA.
- 1.3. Staff not regulated under DORA shall, at a minimum, meet the following requirements.
 - 1.3.1. A speech-language pathologist shall:
 - 1.3.1.1. Possess a current certificate of clinical competence in speech pathology or audiology granted by the American Speech-Language-Hearing Association, or
 - 1.3.1.2. Meet the educational requirements for certification and be in the process of accumulating the supervised experience required for certification.
 - 1.3.2. An X-ray technician shall:
 - 1.3.2.1. Have successfully completed a program of formal training in X-ray technology of not less than 24 months in a school approved by the Committee on Allied Health Education and Accreditation of the American Medical Association or by the American Osteopathic Association; or
 - 1.3.2.2. Have earned a bachelor's or associate degree in radiological technology from an accredited college or university.
 - 1.3.3. A phlebotomist shall:

- 1.3.3.1. Have successfully completed an approved phlebotomy training course or equivalent experience through previous employment; and
- 1.3.3.2. Have two (2) years of verifiable phlebotomy experience. CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 39

2. **ORIENTATION**

- 2.1. After hire every employee will go through General Orientation. Depending upon your position there may be more specific orientation and/or training that will occur before the position will be started.
- 2.2. After all proper intake of information, background checks, and license verifications are finished and approved, the employee will make an appointment with Voyager (Voyager) to begin orientation.
- 2.3. Orientation can be provided in two settings, “In-house” or “Alternative settings”. The differences and details will be stated below.

2.3.1. IN-HOUSE ORIENTATION

- 2.3.1.1. Verbal introduction conducted by an appropriate Voyager representative. This will include the History of Voyager and our values.
- 2.3.1.2. Orientation/Training video’s will begin.
- 2.3.1.3. Voyager shall provide training for its employees regarding the agency’s written infection control policies and procedures at the time of hire and annually.
- 2.3.1.4. Voyager shall provide procedural training regarding client behavioral issues.
- 2.3.1.5. Employee Handbook will be read.
- 2.3.1.6. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.

2.3.2. ALTERNATIVE SETTINGS ORIENTATION

- 2.3.2.1. Orientation/Training video’s will be sent to the new employee’s to perform at home. Each video will have a test to perform, and must be graded by a Voyager employee and passed.
- 2.3.2.2. Infection control policies and procedures shall be instructed through Voyager’s training videos.
- 2.3.2.3. Voyager shall provide procedural training regarding client behavioral issues through training videos and/or while orientating at the clients home.
- 2.3.2.4. Employee Handbook will be sent to the new hire and signed.
- 2.3.2.5. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.

2.3.3. BOTH “IN HOUSE” AND “ALTERNATIVE” ORIENTATION WILL INCLUDE.

- 2.3.3.1. Additional paperwork will be reviewed and signed, if needed.
- 2.3.3.2. All employees will have position specific training where they will be instructed, trained, and supervised until both Voyager and the employee feel comfortable in their positions.
- 2.3.3.3. All direct care staff will be supervised, evaluated, and approved with documentation on the the skills needed to perform their position. This can be performed either at the work-place or in the patient’s home during

- supervised orientation by a current and appropriate representative of Voyager before the orientating employee may begin their hired position.
- 2.3.3.4. All Direct Care staff will orientate with a current employee of same or greater skill and/or license criteria within the patient's home until the new orientating employee feels comfortable in their position and the current/appropriate employee evaluates and approves the the new employee is ready to start at their position.
 - 2.3.3.5. All training and/or orientation shall follow local, state, and federal standards.
 - 2.3.3.6. Annual and initial Training shall also consist of at least 12 topics applicable to Voyager's care and services every 12 months after the starting date of employment or calendar year as designated by Voyager policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:
 - 2.3.3.6.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;
 - 2.3.3.6.2. Behavior management techniques;
 - 2.3.3.6.3. Disaster and emergency procedures; and
 - 2.3.3.6.4. Infection control including universal precautions.
 - 2.3.3.7. **All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.**

GENERAL ORIENTATION VIDEOS AND POLICIES

(Videos Produced by Voyager)

Introduction: All classroom training will be conducted by Richard Gallion, RN or Travis Taylor, CNA. This will include the history of Voyager and its core values.

All Videos will be followed by a test that needs to be passed at a 75% grade or higher. Otherwise the employee will have to watch the video again or be given training by a staff member until the employee passes the test at a 75% or higher. All Video's were created by Richard Gallion - BSN, and Travis Taylor - Administer, PCW, CNA. Employee's should expect that each video and test will take one (1) hour of their time.

1. Video 1
 - 1.1. Section 1: Fraud, Waste, and Abuse
2. Video 2
 - 2.1. Section 1 Cont'd: Statutes and Laws
3. Video 3
 - 3.1. Section 2: Documentation and Medical Records
4. Video 4
 - 4.1. Section 3: Harassment
 - 4.2. Section 4: Patient Rights
 - 4.3. Section 5: Diversity
5. Video 5
 - 5.1. Section 6: Infection Control Policy and Procedures
6. Video 6
 - 6.1. Section 7: Emergency Preparedness Plan
7. Review Employee Handbook
8. Additional Paperwork to Review and Sign

3. TRAINING 7.8 (D)

3.1. Ongoing training shall be provided to all direct care staff. Training requirements shall be consistent with our program, services and equipment we provide and training will be appropriate to the needs of the populations served.

3.1.1. Training shall consist of at least 12 topics applicable to the agency's care and services every 12 months after the starting date of employment or calendar year as designated by agency policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:

3.1.1.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;

3.1.1.2. Behavior management techniques;

3.1.1.3. Disaster and emergency procedures; and

3.1.1.4. Infection control including universal precautions.

3.1.2. All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.

Employee Signature Page

Provide your initials for each topic

1. Agency Reporting Requirements - 6.10
 1. Staff member has knowledge of Article 3.1 of Title 26, C.R.S. regarding protective services for at-risk adults, and that all incidents involving neglect, abuse, or financial exploitation are reported immediately, through established procedures, to the Voyager's administrator or manager.
 1. Employee's Initials (____)
2. Consumer Rights - 6.4
 1. Staff member has been provided with a complete statement of the Consumer Rights, including the right to file a complaint with the department.
 1. Employee's Initials (____)
3. Emergency Preparedness - 6.12
 1. Staff member has been informed of their duties and responsibilities for implementing the emergency preparedness plan and have received adequate staff education on emergency preparedness.
 1. Employee's Initials (____)
4. Infection Control - 6.15
 1. Staff member has been provided training regarding Voyager's written infection control policies and procedures.
 1. Employee's Initials (____)
5. Orientation Videos
 1. Staff member has watched section 1-7 videos.
 1. Employee's Initials (____)
6. Vaccinations
 1. Staff member has read and understands Voyager Home Healthcare policies regarding employee vaccination requirements and flu shot requirements.
 1. Employee's Initials (____)

Please print your name, position, date of hire and orientation, and, the start and end time of orientation.

Employee Name: _____ Position: _____

Date of Hire: _____ Date of Orientation: _____

Start Time: _____ End Time: _____

I have reviewed and understood all content included in the Employee Orientation.

Employee Signature: _____ Date: _____

Nursing Supervisor Signature: _____ Date: _____

OR HR Signature: _____ Date: _____

CLIENT FACE SHEET AND INFO (SAMPLE)

HCBS 6-A



[Change Photo]

Admission Periods]

[Redacted]

MR #:

Birthday:

Start of Care Date:

Mobile Phone:

Physician Name:

Insurance Name /

ID:



[Edit] [More] [Directions] [

Refresh

Change Status

PLAN OF CARE (SAMPLE)

HCBS 6-B

1. Care workers will focus on keeping the client in as perfect comfort as possible.
2. Care workers will address support for the family and loved ones and provide peer counseling.
3. Care workers will work to provide care for the client and family.
4. Care workers will monitor health conditions.
5. Care workers will use medical equipment properly.
6. Care workers will provide/offer client fluids.
7. Care workers will reposition client at a minimum of every two hours.
8. Care workers will monitor for safety concerns and fall prevention tactics every visit.
9. Care workers will provide In Home Support Services (IHSS) at the scope of practice of an Home Maintenance Activities (HMA), Personal Care (PC), and Homemaker (HMK) provider.
10. Care workers will provide HMA “bathing” totalling 40 minutes a week.
11. Care workers will provide HMA “dressing” totaling 100 minutes a week.
12. Care workers will provide HMA “skin care” totaling 80 minutes a week.
13. Care workers will provide HMA “transfers” totaling 280 minutes a week.
14. Care workers will provide HMA “mobility” totaling 280 minutes a week.
15. Care workers will provide HMA “feeding” totalling 210 minutes a week.
16. Care workers will provide HMA “respiratory care” totalling 30 minutes a week.
17. Care workers will provide HMA “positioning” totaling 70 minutes a week.
18. Care workers will provide HMA “bladder care” totaling 100 minutes a week.
19. Care workers will provide HMA “bowel care” totaling 140 minutes a week.
20. Care workers will provide HMA “nail care” totaling 15 minutes a week.
21. Care workers will provide HMA “mouth care” totaling 90 minutes a week.
22. Care workers will provide HMA “medical management” totaling 210 minutes a week.
23. Care workers will provide HMA “medication assistance” totaling 140 minutes a week.
24. Care workers will provide HMA “exercise” totaling 30 minutes a week.
25. Care workers will provide PC “bathing” 420 minutes a week.
26. Care workers will provide PC “dressing” 140 minutes a week.
27. Care workers will provide PC “skin care” 70 minutes a week.
28. Care workers will provide PC “transfers” 30 minutes a week.
29. Care workers will provide PC “mobility” 180 minutes a week.
30. Care workers will provide PC “eating” 210 minutes a week.
31. Care workers will provide PC “bowel/bladder care” 280 minutes a week.
32. Care workers will provide PC “hygiene” 110 minutes a week.
33. Care workers will provide PC “medical equipment” 60 minutes a week.
34. Care workers will provide PC “medication reminders” totaling 20 minutes a week.
35. Care workers will provide PC “protective oversight” 420 minutes a week.
36. Care workers will provide PC “accompaniment” 120 minutes a week.
37. Care workers will provide PC “exercise” totaling 45 minutes a week.
38. Care workers will provide HMK “floor care” totaling 30 minutes a week.
39. Care workers will provide HMK “bathroom” 70 minutes a week.

40. Care workers will provide HMK "kitchen" totaling 35 minutes a week.
41. Care workers will provide HMK "trash" 35 minutes a week.
42. Care workers will provide HMK "meal prep" totaling 200 minutes a week.
43. Care workers will provide HMK "dishwashing" totaling 200 minutes a week.
44. Care workers will provide HMK "bedmaking" 35 minutes a week.
45. Care workers will provide HMK "laundry" 140 minutes a week.
46. Care workers will provide HMK "shopping" totaling 120 minutes a week. Care workers will provide HMK "dusting" totaling 35 minutes a week.

Care workers will provide a total of 5 hours of IHSS Health Maintenance Activities (HMA), 5 hours of IHSS Personal Care (PC), and 5 hours of IHSS Homemaker (HMK) care a week.

Call Voyager's "on call phone" (719-722-4516) immediately for any falls and or any other concerns about the client's safety or health.

Voyager's Responsibilities:

1. Voyager will provide adequate staffing including back up staff for the client.
2. Voyager will provide orientation and functional skills training for employees.
3. Voyager will provide assistance with attendance selection while incorporating and supporting the client's autonomy for attendant selection.
4. Voyager will provide core competencies for the client if he/she elects for the agency to provide him/her with videos and courses on the core competencies of their choosing.

Emergency Preparedness Plan:

1. Fire: Client shall leave the scene of the fire and proceed to a safe place outside of his/her home.
2. Blizzard: Client shall stay inside of his/her home with the heat set to an appropriate level.
3. Flood: Client shall proceed to the highest point of safety within his/her home or evacuate his/her household if appropriate.
4. Tornado: Client shall go to the lowest floor within his/her home and seek shelter within a room centrally located without windows.

Client GOALS:

1. Client will be free of both physical and emotional suffering.
2. Client will transfer with minimal assistance and safely.
3. Client will have optimal level of comfort/safety in home.
4. Client will have a clean, safe environment.
5. Client will be free of skin breakdown.
6. Client will be free of infection..
7. Client will have optimal pain control.
8. Client will have a meaningful life.

Care Plan was created with and reviewed by the client and Authorized Representative/Care Provider of the client.

The Physician has reviewed this Care Plan and agrees that the client is in need of 5 hours of Health Maintenance Activities (HMA), 5 hours of Personal Care (PC), and 5 hours of Homemaker (HMK) care a week.

A discharge plan is continuously in place however, there is no foreseeable discharge date at this time.

Physician Signature of Care Plan Approval: _____
Date: _____

SERVICE DOCUMENTATION (SAMPLE)

HCBS 6-C

Voyager Home Health Care LLC 2233 Academy Place Suite 107 Colorado Springs, CO 80909 Phone: (719) 722-4516 Fax: (877) 337-4318				HHA Visit			
Patient Name:		MR:	it Date:	Time In:	Time Out:		
Episode Period:		Associated Mileage:		Surcharge:			
Frequency:		DNR:	ast BM Date:				
Primary Diagnosis:		Secondary Diagnosis:					
Vital Sign Parameters							
N/A							
Vital Signs							
N/A							
Tasks							
Personal	Completed	Refuse	N/A	Elimination	Completed	Refuse	N/A
Bed Bath	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist with Bed Pan/Urinal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Assist with Chair Bath	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist with BSC	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tub Bath	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Incontinence Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shower	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Empty Drainage Bag	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shower w/Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Record Bowel Movement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shampoo Hair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Catheter Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hair Care/Comb Hair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Activity	Completed	Refuse	N/A
Oral Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dangle on Side of Bed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Skin Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Turn & Position	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pericare	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Assist with Transfer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nail Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist with Ambulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Range of Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assist with Dressing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equipment Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medication Reminder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nutrition	Completed	Refuse	N/A
Household Task	Completed	Refuse	N/A	Meal Set-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Make Bed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist with Feeding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Linen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Light Housekeeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Other (Describe)							
Comments							
Client ate 100% of his meals. Client drank a total of 41 ounces of fluid during my shift. We had a had a good day, patient was active. All IHSS tasks performed.							
Signature:				Date:			
Electronically Signed by:							

AKXESS

Page 1 of 1

SUPERVISORY VISIT DOCUMENT (SAMPLE)

HCBS 6-D

Voyager Home Health Care LLC	HHA Supervisory Visit
Home Health Aide: Visit Date: Annual Onsite Supervisory Visit Date:	DOB: Aide Present: Associated Mileage:
MRN:	
Evaluation 1. Maintains an open communication process with the patient, representative (if any), caregivers, and family: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Arrives for assigned visits as scheduled: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 3. Follows the patient's plan of care for completion of tasks as assigned: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 4. Demonstrates competency with assigned tasks: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 5. Informs supervisor of client's needs and changes in the patient's condition as required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 6. Complies with infection prevention and control policies and procedures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 7. Honors client's rights: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Changes made to client plan of care: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 9. Deficiency in aide services identified with need for competency evaluation required (enter comments below): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional Comments/Findings: Care Provider was trained, supervised, and orientated to this patient, along with being orientated to Voyager policies, procedures and the agencies general orientation. Care Provider showed proper skilled ambulation and transferring skills. The following skills were observed, evaluated, and approved to Voyager's standards through direct observation and/or verbal demonstration from the employee: Communication skills - Observation, reporting and documentation of consumer status and the care or service furnished - Basic infection control procedures - the employee showed the understanding of basic elements of body functioning and what changes in body functioning should be reported to a nurse - Maintenance of a clean, safe, and healthy environment - Recognizing emergencies and knowledge of emergency procedures - The physical, emotional and developmental needs of, and methods to work with the client - The need for respect of the client, their privacy and property - Adequate nutrition and fluid intake - Proper food handling and storage techniques - All skills were appropriate and approved. The following skills were observed, evaluated, and approved to Voyager's standards through direct observation and/or verbal demonstration from the employee: Communication skills - Observation, reporting and documentation of consumer status and the care or service furnished - Reading and recording temperature, pulse, respiration, and other vital signs - Basic infection control procedures - the employee showed the understanding of basic elements of body functioning and what changes in body functioning should be reported to a nurse - Maintenance of a clean, safe, and healthy environment - Recognizing emergencies and knowledge of emergency procedures - The physical, emotional and developmental needs of, and methods to work with the client - The need for respect of the client, their privacy and property - HMA Bathing: bed/sponge, Tub and Showering: HMA Shampooing in the Sink, Tub, and Bed - HMA Nail and skin care (per agencies guidelines) - HMA oral hygiene - HMA Toileting and elimination - HMA safe transfer techniques and ambulation - HMA normal range of motion and positioning - Adequate nutrition and fluid intake. All IHSS skills were appropriate and approved. The following skills were observed, evaluated, and approved to Voyager's standards through direct observation and/or verbal demonstration from the employee: Communication skills - Observation, reporting and documentation of consumer status and the care or service furnished - Reading and recording temperature, pulse, respiration, and other vital signs - Basic infection control procedures - the employee showed the understanding of basic elements of body functioning and what changes in body functioning should be reported to a nurse - Maintenance of a clean, safe, and healthy environment - Recognizing emergencies and knowledge of emergency procedures - The physical, emotional and developmental needs of, and methods to work with the client - The need for respect of the client, their privacy and property - Bathing: bed/sponge, Tub and Showering: Shampooing in the sink, Tub, and Bed - Nail and skin care (per agencies guidelines) - Oral hygiene - Toileting and elimination - Safe transfer techniques and ambulation - Normal range of motion and positioning - Adequate nutrition and fluid intake - Proper food handling and storage techniques - All IHSS skills were appropriate and approved. Care Provider performed their annual training curriculum which included a minimum of twelve hours of LMS training with a final test that was graded as passed.	

Signature: Electronically Signed
 AXCESS

Date:

ADVANCED DIRECTIVES INFORMATION

HCBS 6-E

1. Voyager Advance Directives Policy:

- 1.1. Within one (1) business day of the start of services, Voyager shall inform the consumer concerning Voyager's policies on advance directives, including a description of applicable state law which is posted below. Voyager may furnish advance directives information to a consumer at the time of the first home visit, as long as the information is furnished before care is provided.
- 1.2. It is Voyager's policy that the client either has their own Advance Directives already in place before Voyager starts care, and that the client will thus provide Voyager with this documentation for their records. Or that the client will obtain such Advance Directives before Voyager starts services through their own legal means. Under Title 15, Article 18 of the Colorado Medical Treatment Decision Act 15-18-102, the Legislative declaration states that it is not required that any person has to execute a declaration of Advance Directives. That being said, Voyager highly recommends obtaining Advance Directives. The client can waive their rights to Advance Directives if that is the client's wish, the client can obtain Advance Directives at a later date, or may ask questions/for help obtaining Advance Directives at any time while receiving our services. Voyager will still provide care to a client who does not have Advance Directives. If the client or their authorized representative does not have Advance Directives in place, or does not furnish Voyager with such Directives at the start of care, Voyager will not be held responsible or liable for not following such Directives that are either not in place, or were not provided to Voyager. If there are no Advance Directives in place the client and/or representative agrees that basic life support techniques will be used until emergency medical staff arrive.
- 1.3. Below is the applicable state law concerning Advance Directives along with a link for further detail. By signing the Enrollment Packet/the client's contract the client and/or authorized representative agrees that they were provided information about Advance Directives and of Voyager's Advance Directives Policies, and that they were provided, have read, and fully understand the applicable state law concerning Advance Directives.
 - 1.3.1. Title 15, Article 18 Colorado Medical Treatment Decision Act 15-18-102.
Legislative declaration.
 - 1.3.1.1. The general assembly hereby finds, determines, and declares that:
 - 1.3.1.1.1. Colorado law has traditionally recognized the right of a competent adult to accept or reject medical or surgical treatment affecting his person;
 - 1.3.1.1.2. Recent advances in medical science have made it possible to prolong dying through the use of artificial, extraordinary, extreme, or radical medical or surgical procedures;
 - 1.3.1.1.3. The use of such medical or surgical procedures increasingly involves patients who are unconscious or otherwise incompetent to accept or reject medical or surgical treatment affecting their persons;

- 1.3.1.1.4. The traditional right to accept or reject medical or surgical treatment should be available to an adult while he is competent, notwithstanding the fact that such medical or surgical treatment may be offered or applied when he is suffering from a terminal condition and is either unconscious or otherwise incompetent to decide whether such medical or surgical treatment should be accepted or rejected;
- 1.3.1.1.5. This article affirms the traditional right to accept or reject medical or surgical treatment affecting one's person, and creates a procedure by which a competent adult may make such decisions in advance, before he becomes unconscious or otherwise incompetent to do so;
- 1.3.1.1.6. It is the legislative intent that nothing in this article shall have the effect of modifying or changing currently practiced medical ethics or protocol with respect to any patient in the absence of a declaration as provided for in section 15-18-104;
- 1.3.1.1.7. It is the legislative intent that nothing in this article shall require any person to execute a declaration.

CONSUMER RIGHTS - HCBS 6-E

Voyager has established and implemented written policies and procedures regarding the rights of consumers and the implementation of these rights. A complete statement of these rights, including the right to file a complaint with Voyager Home Health Care, shall be distributed to all employees and contracted personnel upon hire, and all consumers or authorized representatives. All employees, contracted personnel, consumers and/or authorized representatives will sign a “Signature Page” that they have received and reviewed this policy.

1. Assurance of Rights

- 1.1. The consumer or authorized representative has the right to be informed of the consumer’s rights through an effective means of communication.
- 1.2. The consumer has the right to be assured that Voyager shall not condition the provision of care or otherwise discriminate against a consumer based upon personal, cultural or ethnic preference, disabilities or whether the consumer has an advance directive.
- 1.3. Voyager shall protect and promote the exercise of these rights.

2. Notice of Rights

- 2.1. Within one (1) business day of the start of services, Voyager shall provide the consumer or authorized representative with a notice of the consumer’s rights in a manner that the consumer understands.
- 2.2. If you believe your rights were violated in anyway please contact Voyager Home Health Care, Human Resources Department at (719) 722-4516. Voyager HR department is responsible for the complaint intake and problem resolution process. You may also contact the Home Health Hotline established by the state which will be reviewed later in this policy.

3. Exercise of Rights and Respect For Property and Person

- 3.1. The rights of the consumer may be exercised by the consumer or authorized representative without fear of retribution or retaliation.
- 3.2. The consumer has the right to have his or her person and property treated with respect. The consumer has the right to be free from neglect, financial exploitation, verbal, physical and psychological abuse including humiliation, intimidation or punishment.
- 3.3. The consumer or authorized representative, upon request to Voyager Home Health Care, has the right to be informed of the full name, licensure status, staff position and employer of all persons with whom the consumer has contact and who is supplying, staffing or supervising care or services. The consumer has the right to be served by agency staff that is properly trained and competent to perform their duties.
- 3.4. The consumer has the right to live free from involuntary confinement, and to be free from physical or chemical restraints as defined in 6 CCR 1011-1, Chapter II, Part 8.
- 3.5. The consumer or authorized representative has the right to express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for the consumer’s person or property by anyone who is furnishing services on behalf of Voyager Home Health Care.

3.6. The consumer shall have the right to the confidentiality of all records, communications, and personal information. Voyager shall advise the consumer of the agency's policies and procedures regarding disclosure of clinical information and records.

3.6.1. Below is the official HIPAA Policy of the Colorado Department of Health Care Policy and Financing from Colorado.gov that Voyager follows.

Privacy Under Health Insurance Portability and Accountability Act

- The HIPAA Privacy rules define the rights of individuals (including clients of the Colorado Medicaid Program) and the obligations of providers and others regarding the individual's Protected Health Information (PHI).
- The Privacy Rule protects all "individually identifiable health information" held or transmitted by a covered entity or its business associates, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "protected health information" (PHI). Health plans (including the Colorado Medicaid Program), health care providers and health clearinghouses are all covered entities under the rule.
- While HIPAA sets a national minimum standard for protecting such patient information, it allows more stringent state laws to supersede the minimum standard.

Health Plans, Health Care Providers and Health Care Clearinghouses

For entities covered by HIPAA, including the Colorado Medicaid Program, the privacy rules define and limit the circumstances in which an individual's PHI may be used or disclosed. A covered entity may disclose some or all of a subject individual's PHI, even without specific authorization from the individual:

- To the subject individual when requested by the subject individual
- For treatment, payment and health care operations for the individual
- If incidental to an otherwise permitted use
- To others, if authorized in writing by the subject individual
- To others, if the subject individual has been given the opportunity to approve or deny this

A covered entity must disclose PHI:

- To the subject individual
- To the Secretary of Health and Human Services when it is to be used as part of an investigation or to determine compliance

In addition, covered entities (including the Colorado Medicaid Program) are required by these rules to:

- Provide notice of their privacy practices and a point of contact for further information and for submitting complaints
- Limit disclosure of PHI to the minimum necessary (other than for health care treatment and certain other purposes)
- Disclose to the individual to whom, when, and why PHI might be shared where it is authorized by these rules to do so
- Amend health care records at an individual's request. Covered entities can deny the individual's request if it is inaccurate and complete or was not created by the covered entity receiving the request.
- Track disclosures of PHI for other than 1) health care treatment, payment and operations, 2) to the subject individual or 3) for certain public benefit purposes.

Providers may not condition treatment, nor may health plans condition payment, upon a patient's signing an authorization.

Rights of Patients/Clients

The HIPAA Privacy Rule specifies that clients/patients have the right:

- To see and have a copy of their health care information record
- To request changes to their health care record and if denied, to submit a statement of disagreement which will be included in the client/patient record
- To request that disclosure of their health care information be further restricted to that necessary for treatment, payment and limited other immediate needs
- To request a list of the instances when their health care information has been disclosed for other than a) treatment, b) payment, c) health care operations or when the disclosure was specifically approved in writing
- To request that communications of PHI be sent to alternative locations or by alternative means to further protect the privacy of the subject individual
- To file complaints with the Department of Health & Human Services' Office of Civil Rights.

Penalties for Non-Compliance

Like other HIPAA rules, the Privacy Rules carries penalties for noncompliance unless the violation is due to reasonable cause, did not involve willful neglect and was corrected within 30 days.

4. Right to be Informed and to Participate in Planning Care and Services

- 4.1. Voyager shall inform the consumer or authorized representative in advance about the care and services to be furnished, and of any changes in the care and services to be furnished to enable the consumer to give informed consent.
 - 4.1.1. The consumer has the right to refuse treatment within the confines of the law, to be informed of the consequences of such action and to be involved in experimental research only upon the consumer's voluntary written consent
 - 4.1.2. The consumer has the right to be told in advance of receiving care about the services that will be provided, the disciplines that will be utilized to furnish care, the frequency of visits proposed to be furnished and the consequences of refusing care or services.
- 4.2. Voyager shall offer the consumer or authorized representative the right to participate in developing the plan of care and receive instruction and education regarding the plan.
 - 4.2.1. Voyager shall advise the consumer in advance of the right to participate in planning the care or treatment, and in planning changes in the care or treatment
 - 4.2.2. **Voyager Advance Directives Policy:**
 - 4.2.2.1. Within one (1) business day of the start of services, Voyager shall inform the consumer concerning Voyager's policies on advance directives, including a description of applicable state law which is posted below. Voyager may furnish advance directives information to a consumer at the time of the first home visit, as long as the information is furnished before care is provided.
 - 4.2.2.2. It is Voyager's policy that the client either has their own Advance Directives already in place before Voyager starts care, and that the client

will thus provide Voyager with this documentation for their records. Or that the client will obtain such Advance Directives before Voyager starts services through their own legal means. Under Title 15, Article 18 of the Colorado Medical Treatment Decision Act 15-18-102, the Legislative declaration states that it is not required that any person has to execute a declaration of Advance Directives. That being said, Voyager highly recommends obtaining Advance Directives. The client can waive their rights to Advance Directives if that is the client's wish, the client can obtain Advance Directives at a later date, or may ask questions/for help obtaining Advance Directives at any time while receiving our services. Voyager will still provide care to a client who does not have Advance Directives. If the client or their authorized representative does not have Advance Directives in place, or does not furnish Voyager with such Directives at the start of care, Voyager will not be held responsible or liable for not following such Directives that are either not in place, or were not provided to Voyager. If there are no Advance Directives in place the client and/or representative agrees that basic life support techniques will be used until emergency medical staff arrive.

4.2.2.3. Below is the applicable state law concerning Advance Directives along with a link for further detail. By signing the Enrollment Packet/the client's contract the client and/or authorized representative agrees that they were provided information about Advance Directives and of Voyager's Advance Directives Policies, and that they were provided, have read, and fully understand the applicable state law concerning Advance Directives.

4.2.2.3.1. Title 15, Article 18 Colorado Medical Treatment Decision Act 15-18-102. Legislative declaration. (1) The general assembly hereby finds, determines, and declares that: (a) Colorado law has traditionally recognized the right of a competent adult to accept or reject medical or surgical treatment affecting his person; (b) Recent advances in medical science have made it possible to prolong dying through the use of artificial, extraordinary, extreme, or radical medical or surgical procedures; (c) The use of such medical or surgical procedures increasingly involves patients who are unconscious or otherwise incompetent to accept or reject medical or surgical treatment affecting their persons; (d) The traditional right to accept or reject medical or surgical treatment should be available to an adult while he is competent, notwithstanding the fact that such medical or surgical treatment may be offered or applied when he is suffering from a terminal condition and is either unconscious or otherwise incompetent to decide whether such medical or surgical treatment should be accepted or rejected; (e) This article affirms the traditional right to accept or reject medical or surgical treatment affecting one's person, and creates a procedure by which a competent adult may make such decisions in advance, before he becomes unconscious or otherwise incompetent to do so; (f) It is the legislative intent that nothing in this article shall have the effect of modifying or

changing currently practiced medical ethics or protocol with respect to any patient in the absence of a declaration as provided for in section 15-18-104; (g) It is the legislative intent that nothing in this article shall require any person to execute a declaration.

4.2.2.3.2. Follow/search this link to read the full content of Title 15, Article 18 of the Colorado Medical Treatment Decision Act 15-18-102.

4.2.2.3.2.1. http://www.coaccess.com/documents/Colorado_Law_Advance_Directives.pdf

5. The Consumer or Authorized Representative has the Right to be Advised on Payment.

5.1. They will be advised orally and in writing within one (1) business day of the start of services of the extent to which payment for Voyager services may be expected from insurance or other sources, and the extent to which payment may be required from the consumer.

6. The Consumer or Authorized Representative has the Right to be advised of any Changes in Billing or Payment procedures Before Implementation.

6.1. If an agency is implementing a scheduled rate increase to all clients, the agency shall provide a written notice to each affected consumer at least 30 days before implementation.

6.2. Voyager shall advise the consumer of any individual changes orally and in writing as soon as possible, but no later than five (5) business days from the date that Voyager becomes aware of a change.

6.3. Voyager shall not assume power of attorney or guardianship over a consumer utilizing the services of the Voyager Home Health Care, require a consumer to endorse checks over to the Voyager or require a consumer to execute or assign a loan, advance, financial interest, mortgage or other property in exchange for future services.

7. The consumer or authorized representative has the right to be advised of the availability of the state's toll-free HCA hotline.

7.1. When the agency accepts the consumer for treatment or care, Voyager shall advise the consumer with the following:

7.1.1. The purpose of the hotline is to receive complaints or questions about local HCAs. The consumer also has the right to use this hotline to lodge complaints regarding care received or not received including implementation of the advance directives requirements.

7.1.2. You may also file a complaint with the Health Facilities and Emergency Medical Services Division of the Colorado Department of Public Health and Environment via mail or telephone:

7.1.2.1. Phone: [(303) 692-2910 or (800) 842-8826]

7.1.2.2. Address: 4300 Cherry Creek Drive South, Denver, CO 80246

7.1.3. Hours of Operation are: 24/7 hotline; staffed between 8am-5pm, Monday-Friday.

8. Voyager shall make available to the consumer or authorized representative, upon request, a written notice listing all individuals or other legal entities having ownership or controlling interest in the agency

9. As a consumer of home care and services you are entitled to receive notification of the following rights both orally and in writing. You have the right to exercise the following rights without retribution or retaliation from agency staff:
 - 9.1. Receive written information concerning the agency's policies on advance directives, including a description of applicable state law;
 - 9.2. Receive information about the care and services to be furnished, the disciplines that will furnish care, the frequency of proposed visits in advance and receive information about any changes in the care and services to be furnished;
 - 9.3. Receive care and services from the agency without discrimination based upon personal, cultural or ethnic preference, disabilities or whether you have formulated an advance directive;
 - 9.4. Authorize a representative to exercise your rights as a consumer of home care;
 - 9.5. Be informed of the full name, licensure status, staff position and employer of all persons supplying, staffing or supervising the care and services you receive;
 - 9.6. Be informed and participate in planning care and services and receive care and services from staff who are properly trained and competent to perform their duties;
 - 9.7. Refuse treatment within the confines of the law and be informed of the consequences of such action;
 - 9.8. Participate in experimental research only upon your voluntary written consent;
 - 9.9. Have you and your property to be treated with respect and be free from neglect, financial exploitation, verbal, physical and psychological abuse including humiliation, intimidation or punishment;
 - 9.10. Be free from involuntary confinement, and from physical or chemical restraints;
 - 9.11. Be ensured of the confidentiality of all of your records, communications, and personal information and to be informed of the agency's policies and procedures regarding disclosure of clinical information and records;
 - 9.12. Express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for your person or property by anyone who is furnishing services on behalf of the agency. If you believe your rights have been violated you may contact the agency directly:
 - 9.12.1. Voyager Home Health Care: 2233 Academy Place, Suite 105, Colorado Springs, CO 80909
 - 9.12.2. Phone: (719) 722-4516
 - 9.13. You may also file a complaint with the Health Facilities and Emergency Medical Services Division of the Colorado Department of Public Health and Environment via mail or telephone:
 - 9.13.1. Phone: [(303) 692-2910 or (800) 842-8826]
 - 9.13.2. Address: 4300 Cherry Creek Drive South, Denver, CO 80246
 - 9.13.3. Hours of Operation are: 24/7 hotline; staffed between 8am-5pm, Monday-Friday.
10. Voyager shall maintain documentation showing that it has complied with the requirements of this section.

JOB APPLICATION - HCBS 7-A

Voyager Home Healthcare

voyagerhhc@gmail.com

Colorado Springs, Colorado

719-722-4516

We are an Equal Opportunity Employer and fully subscribe to the principles of Equal Employment Opportunity. Applicants and/or employees are considered for hire, promotion and job status, without regard to race, color, religion, creed, sex, marital status, national origin, age, physical or mental disability.

Name _____ Date of application _____
LAST FIRST MIDDLE

Address _____ City _____ State _____ Zip _____

Telephone _____

1. GENERAL INFORMATION:

Are you able to perform the essential job functions of the position for which you are applying with or without reasonable accommodation? ☐ Yes ☐ No

Have you been convicted of any felonies other than minor traffic violations during the past seven years? (A criminal record or a conviction will not automatically bar employment, but will be considered only as it reasonably relates to your fitness to perform in the position for which you are applying.) ☐ No ☐ Yes If yes, explain: _____

2. EDUCATION & TRAINING:

Circle last grade completed - Grade 1 2 3 4 5 6 7 8 9 10 11 12 College 1 2 3 4 Masters _____ Doctorate _____

Name & Address of School	Major Course studied	Graduated or degree (Yor N)	Average Grade
Last High School Attended/Address:			
College or University/Address			
College or University/Address Other School (Technical, Vocational, Graduate, etc.) /Address			

List any scholarships, academic honors, awards or special achievements: _____

3. SKILLS Please list any skills you have that are appropriate for the position you are applying for: _____

If required, will you work?

Rotating shifts ☐ YES ☐ NO
Overtime ☐ YES ☐ NO

Saturdays ☐ YES ☐ NO
Sundays ☐ YES ☐ NO

Position applying for, be specific: _____ Salary Requirements ☐ per hour
\$ ☐ per month

State fully why you believe you are qualified for this position

INTERESTS / ACCOMPLISHMENTS: You may wish to list significant experience, interests & accomplishments gained while working as a volunteer or as a hobbyist that may be useful in the position (s) you are seeking. Names or organizations designating religion, race, etc. need not be mentioned.

Date you can start

/ /

EMPLOYMENT HISTORY

Starting with your PRESENT or MOST RECENT EMPLOYER list in consecutive order ALL EMPLOYMENT for at least the past **FOUR** employers. If currently employed, may we contact your employer? ☐ Yes ☐ No

PRESENT OR MOST RECENT EMPLOYER

FULL NAME OF COMPANY		(AREA CODE)	TELEPHONE	SALARY BEGIN END	EMPLOYED FROM TO MO/YR MO/YR
STREET ADDRESS		CITY	STATE ZIP		
NAME & TITLE OF SUPERVISOR		TITLE OF YOUR POSITION		REASON FOR LEAVING:	
LIST JOBS HELD, DUTIES PERFORMED, SKILLS USED, & PROMOTIONS WHILE EMPLOYED AT THIS COMPANY:					
FULL NAME OF COMPANY		(AREA CODE)	TELEPHONE	SALARY BEGIN END	EMPLOYED FROM TO MO/YR MO/YR
STREET ADDRESS		CITY	STATE ZIP		
NAME & TITLE OF SUPERVISOR		TITLE OF YOUR POSITION		REASON FOR LEAVING:	
LIST JOBS HELD, DUTIES PERFORMED, SKILLS USED, & PROMOTIONS WHILE EMPLOYED AT THIS COMPANY:					
FULL NAME OF COMPANY		(AREA CODE)	TELEPHONE	SALARY BEGIN END	EMPLOYED FROM TO MO/YR MO/YR
STREET ADDRESS		CITY	STATE ZIP		
NAME & TITLE OF SUPERVISOR		TITLE OF YOUR POSITION		REASON FOR LEAVING:	
LIST JOBS HELD, DUTIES PERFORMED, SKILLS USED, & PROMOTIONS WHILE EMPLOYED AT THIS COMPANY:					
FULL NAME OF COMPANY		(AREA CODE)	TELEPHONE	SALARY BEGIN END	EMPLOYED FROM TO MO/YR MO/YR
STREET ADDRESS		CITY	STATE ZIP		
NAME & TITLE OF SUPERVISOR		TITLE OF YOUR POSITION		REASON FOR LEAVING:	
LIST JOBS HELD, DUTIES PERFORMED, SKILLS USED, & PROMOTIONS WHILE EMPLOYED AT THIS COMPANY:					

READ CAREFULLY: I certify that the information contained in this application is correct to the best of my knowledge and understand that any misstatement or omission of information may result in denial of employment or discharge. I authorize the references listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same to you.

Signature _____ Date _____

PERSONNEL + EMPLOYEE ORIENTATION - HCBS 7-B

Personnel Credential (license) check (DORA) - 7.8

Annual Training - 7.8 (D)

GENERAL ORIENTATION POLICY OVERVIEW

1. Each employee and contracted staff shall possess the education and experience to provide services in the homes of consumers in accordance with agency policy, state practice acts and professional standards of practice.
2. Licensed, registered or certified healthcare providers shall, at a minimum, meet the following requirements:
 - 2.1. Be qualified as a physician, pharmacist, physician assistant, nurse practitioner, clinical social worker, social worker, physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, respiratory therapist, registered nurse, licensed practical nurse, massage therapist, certified nurse aide or other provider licensed, registered or certified by the Colorado Department of Regulatory Agencies (DORA).
 - 2.2. Meet the requirements for license, certification or registration set forth by DORA.
3. Staff not regulated under DORA shall, at a minimum, meet the following requirements.
 - 3.1. A speech-language pathologist shall:
 - 3.1.1. Possess a current certificate of clinical competence in speech pathology or audiology granted by the American Speech-Language-Hearing Association, or
 - 3.1.2. Meet the educational requirements for certification and be in the process of accumulating the supervised experience required for certification.
 - 3.2. An X-ray technician shall:
 - 3.2.1. Have successfully completed a program of formal training in X-ray technology of not less than 24 months in a school approved by the Committee on Allied Health Education and Accreditation of the American Medical Association or by the American Osteopathic Association; or
 - 3.2.2. Have earned a bachelor's or associate degree in radiological technology from an accredited college or university.
 - 3.3. A phlebotomist shall:
 - 3.3.1. Have successfully completed an approved phlebotomy training course or equivalent experience through previous employment; and
 - 3.3.2. Have two (2) years of verifiable phlebotomy experience. CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 39

TRAINING 7.8 (D)

4. Ongoing training shall be provided to all direct care staff. Training requirements shall be consistent with our program, services and equipment we provide and training will be appropriate to the needs of the populations served.

- 4.1. Training shall consist of at least 12 topics applicable to the agency's care and services every 12 months after the starting date of employment or calendar year as designated by agency policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:
 - 4.1.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;
 - 4.1.2. Behavior management techniques;
 - 4.1.3. Disaster and emergency procedures; and
 - 4.1.4. Infection control including universal precautions.
- 4.2. All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.

ORIENTATION

5. After hire every employee will go through General Orientation. Depending upon your position there may be more specific orientation and/or training that will occur before the position will be started.
6. After all proper intake of information, background checks, and license verifications are finished and approved, the employee will make an appointment with Voyager (Voyager) to begin orientation.
7. Orientation can be provided in two settings, "In-house" or "Alternative settings". The differences and details will be stated below.

7.1. IN-HOUSE ORIENTATION

- 7.1.1. Verbal introduction conducted by an appropriate Voyager representative. This will include the History of Voyager and our values.
- 7.1.2. Orientation/Training video's will begin.
- 7.1.3. Voyager shall provide training for its employees regarding the agency's written infection control policies and procedures at the time of hire and annually.
- 7.1.4. Voyager shall provide procedural training regarding client behavioral issues.
- 7.1.5. Employee Handbook will be read.
- 7.1.6. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.

7.2. ALTERNATIVE SETTINGS ORIENTATION

- 7.2.1. Orientation/Training video's will be sent to the new employee's to perform at home. Each video will have a test to perform, and must be graded by a Voyager employee and passed.
- 7.2.2. Infection control policies and procedures shall be instructed through Voyager's training videos.
- 7.2.3. Voyager shall provide procedural training regarding client behavioral issues through training videos and/or while orientating at the clients home.
- 7.2.4. Employee Handbook will be sent to the new hire and signed.
- 7.2.5. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.

7.3. BOTH "IN HOUSE" AND "ALTERNATIVE" ORIENTATION WILL INCLUDE.

- 7.3.1. Additional paperwork will be reviewed and signed, if needed.
- 7.3.2. All employee's will have position specific training where they will be instructed, trained, and supervised until both Voyager and the employee feel comfortable in their positions.
- 7.3.3. All direct care staff will be supervised, evaluated, and approved with documentation on the skills needed to perform their position. This can be performed either at the work-place or in the patient's home during supervised orientation by a current and appropriate representative of Voyager before the orientating employee may begin their hired position.
- 7.3.4. All Direct Care staff will orientate with a current employee of same or greater skill and/or license criteria within the patient's home until the new orientating employee feels comfortable in their position and the current/appropriate employee evaluates and approves the new employee is ready to start at their position.
- 7.3.5. All training and/or orientation shall follow local, state, and federal standards.
- 7.3.6. Annual and initial Training shall also consist of at least 12 topics applicable to Voyager's care and services every 12 months after the starting date of employment or calendar year as designated by Voyager policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:
 - 7.3.6.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;
 - 7.3.6.2. Behavior management techniques;
 - 7.3.6.3. Disaster and emergency procedures; and
 - 7.3.6.4. Infection control including universal precautions.
- 7.3.7. **All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.**

GENERAL ORIENTATION VIDEOS AND POLICIES
(Videos Produced by Voyager)

Introduction: All classroom training will be conducted by Richard Gallion, RN or Travis Taylor, CNA. This will include the history of Voyager and its core values.

All Videos will be followed by a test that needs to be passed at a 75% grade or higher. Otherwise the employee will have to watch the video again or be given training by a staff member until the employee passes the test at a 75% or higher. All Video's were created by Richard Gallion - BSN, and Travis Taylor - Administer, PCW, CNA. Employee's should expect that each video and test will take one (1) hour of their time.

- I. Video 1
 - A. Section 1: Fraud, Waste, and Abuse
- II. Video 2
 - A. Section 1 Cont'd: Statutes and Laws
- III. Video 3
 - A. Section 2: Documentation and Medical Records
- IV. Video 4
 - A. Section 3: Harassment
 - B. Section 4: Patient Rights
 - C. Section 5: Diversity
- V. Video 5
 - A. Section 6: Infection Control Policy and Procedures
- VI. Video 6
 - A. Section 7: Emergency Preparedness Plan
- VII. Review Employee Handbook
- VIII. Additional Paperwork to Review and Sign

Employee Signature Page

Provide your initials for each topic

7. Agency Reporting Requirements - 6.10

1. Staff member has knowledge of Article 3.1 of Title 26, C.R.S. regarding protective services for at-risk adults, and that all incidents involving neglect, abuse, or financial exploitation are reported immediately, through established procedures, to the Voyager's administrator or manager.

1. Employee's Initials (____)

8. Consumer Rights - 6.4

1. Staff member has been provided with a complete statement of the Consumer Rights, including the right to file a complaint with the department.

1. Employee's Initials (____)

9. Emergency Preparedness - 6.12

1. Staff member has been informed of their duties and responsibilities for implementing the emergency preparedness plan and have received adequate staff education on emergency preparedness.

1. Employee's Initials (____)

10. Infection Control - 6.15

1. Staff member has been provided training regarding Voyager's written infection control policies and procedures.

1. Employee's Initials (____)

11. Orientation Videos

1. Staff member has watched section 1-7 videos.

1. Employee's Initials (____)

12. Vaccinations

1. Staff member has read and understands Voyager Home Healthcare policies regarding employee vaccination requirements and flu shot requirements.

1. Employee's Initials (____)

Please print your name, position, date of hire and orientation, and, the start and end time of orientation.

Employee Name: _____ Position: _____

Date of Hire: _____ Date of Orientation: _____

Start Time: _____ End Time: _____

I have reviewed and understood all content included in the Employee Orientation.

Employee Signature: _____ Date: _____

Nursing Supervisor Signature: _____ Date: _____

Or

HR Signature: _____ Date: _____

EMPLOYEE PERFORMANCE EVALUATION FORM - HCBS 7-C

Voyager LLC Employee Performance Evaluation

Employee: _____ Title: _____ DOB: _____

Date of Evaluation: _____ Next Evaluation Due: _____

Reason for Evaluation

Annual Probation End Merit Promotion Unsatisfactory Performance

Instructions: Evaluate employee's performance as it pertains to current job requirements.

Circle the letter that best describes the employee's performance since the last evaluation

Excellent = E Satisfactory = S Unsatisfactory = U Value Not Personally
Supervised = NA

Factors	Comments	Supervisors ratings
Creativity The degree to which employee suggests ideas & discovers new/better ways of accomplishing goals		E S U NA
Independence Degree of work accomplished with little or no supervision		E S U NA

Initiative Ability to learn new skills. Degree to which employee seeks new tasks & expands abilities professionally		E S U NA
Dependability Degree to which an employee can be relied upon to complete a job		E S U NA
Follows Care Plan		E S U NA
Quality Accuracy, Detail and acceptability of work accomplished		E S U NA
Professionalism Nursing ethics – confidentiality, professional and relationships		E S U NA
Communication with Case Manager		E S U NA
Job Skills – clinical or office		E S U NA

Voyager Home Health Care

Employee Performance Evaluation

Factors	Comments	Supervisors Ratings
General Character Traits		

Trustworthiness, team player, dependability		E S U NA
Interpersonal Relationships Willingness and ability to communicate, cooperate and work with co-workers, supervisors, patients and families		E S U NA
Knowledge of job Useful technical skills and information used at work		E S U NA
Keeps HR documents current Responding in a timely manner		E S U NA
Flexibility Ability to adapt to changing environment Willingness to accept assignments		E S U NA

NEW ACCOMPLISHMENTS OR ABILITIES SINCE LAST EVALUATION

AREAS NEEDING IMPROVEMENT

OVERALL PERFORMANCE RATING

Excellent
Above Average
Average
Below Average
Unsatisfactory
Not Related

COMMENTS

EMPLOYEE COMMENTS

Follow-up evaluation requested **Yes** **No** **Follow-up date** _____

Employee Signature

Evaluator Signature

Date

VOYAGER HOME HEALTHCARE - PERSONAL CARE WORKER/HOMEMAKER JOB DESCRIPTION & TRAINING CURRICULUM/ORIENTATION - Policy HCBS 5-G & Policy HCBS 7-E

REPORTS TO: DIRECTOR OF NURSES, SUPERVISED BY SUPERVISOR PCW

POSITION SUMMARY:

Works under the supervision of the Designated Supervising Personal Care Worker (PCW). Provides direct patient care, within the scope of practice of a PCW and/or Homemaker, as assigned by the registered nurse and approved by the Supervising PCW. All orientation will be performed by the designated Supervising PCW.

1. POSITION QUALIFICATIONS:

- 1.1. High school graduation required, unless permission is given by the Director of Nursing, which may be obtained on an individual basis.
- 1.2. Personal Care Worker certification required as obtained through successful completion of an approved program OR
- 1.3. Shall have 6 months experience in home health care within the last 5 years OR
- 1.4. Evidence of sympathetic attitude toward care of the sick
- 1.5. Demonstrated ability to read, write, and carry out directions
- 1.6. Evidence of maturity and ability to deal effectively with job demands
- 1.7. Good verbal and written communications skills required
- 1.8. Participates in professional meetings when directed
- 1.9. Shall have a criminal history check conducted prior to being offered permanent employment with this agency
- 1.10. Is able to work while being closely supervised to ensure competence in providing patient care.
- 1.11. Evidence of being a hard worker without tendencies of laziness.
- 1.12. Workers must have a valid First Aid Certificate, that must be up-to-date, if such a certificate expires the employee will be pulled off the case.

2. Training:

- 2.1. All companion care/PCW's agree that if they do not already have a PCW certification, that they will obtain a PCW certification at their own expense, within three months of starting their position at our company, otherwise they agree their position with our company is forfeit after this time has expired. The PCW training program must be approved by Voyager.

- 2.2. All skills below must be evaluated and approved by the Supervising PCW. The Supervising PCW has the authority to train/orientate the new employee on these skills and must then supervise the new employee until competency is observed and approved before the new employee may start care with the client.
- 2.3. Voyager has an established process for standardized, step-by-step observation and evaluation of Homemaker/PCW competency, by the Supervising PCW, in the following subject areas prior to the assignment of tasks, requiring direct observation and/or verbal proof of the following skills:
 - 2.3.1. Communications skills;
 - 2.3.2. Observation, reporting and documentation of consumer status and the care or service furnished within the scope of practice of a Homemaker/PCW;
 - 2.3.3. Basic infection control procedures;
 - 2.3.4. Universal Precautions;
 - 2.3.5. Maintenance of a clean, safe, and healthy environment;
 - 2.3.6. Recognizing emergencies and knowledge of emergency procedures;
 - 2.3.7. The physical, emotional and developmental needs of, and methods to work with, the populations served by Voyager including the need for respect of the consumer, his or her privacy and property;
 - 2.3.8. Appropriate and safe techniques in personal hygiene and grooming that include:
 - 2.3.8.1. Bathing
 - 2.3.8.1.1. Bed/sponge,
 - 2.3.8.1.2. Tub, and
 - 2.3.8.1.3. Shower,
 - 2.3.8.2. Shampoo
 - 2.3.8.2.1. Sink,
 - 2.3.8.2.2. Tub, and
 - 2.3.8.2.3. Bed,
 - 2.3.8.3. Nail and skin care,
 - 2.3.8.4. Oral hygiene, and
 - 2.3.8.5. Toileting and elimination;
 - 2.3.9. Patient positioning; and
 - 2.3.10. Adequate nutrition and fluid intake.

3. Supervision:

- 3.1. A supervisory visit with the Homemaker/PCW present at the consumer's home shall occur no less frequently than every 60 days. More frequent direct supervision shall occur if there are adverse changes in the consumer's condition, complaints received associated

with the provision of care by an aide, supervision requested by the Homemaker/PCW or consumer for specific issues, or other matters concerning the provisions of care by the Homemaker/PCW.

- 3.2. Supervisory visits will be conducted by the certified PCW supervisor who will evaluate the homemaker/PCW skills.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature_____

Date_____

PERSONAL CARE WORKER AND HOMEMAKER JOB DESCRIPTION - HCBS 7-E

REPORTS TO: DIRECTOR OF NURSES, SUPERVISED BY SUPERVISOR PCW

POSITION SUMMARY:

Works under the supervision of the Designated Supervising Personal Care Worker (PCW). Provides direct patient care, within the scope of practice of a PCW and/or Homemaker, as assigned by the registered nurse and approved by the Supervising PCW. All orientation will be performed by the designated Supervising PCW.

3. POSITION QUALIFICATIONS:

- 3.1. High school graduation required, unless permission is given by the Director of Nursing, which may be obtained on an individual basis.
- 3.2. Personal Care Worker certification required as obtained through successful completion of an approved program OR
- 3.3. Shall have 6 months experience in home health care within the last 5 years OR
- 3.4. Evidence of sympathetic attitude toward care of the sick
- 3.5. Demonstrated ability to read, write, and carry out directions
- 3.6. Evidence of maturity and ability to deal effectively with job demands
- 3.7. Good verbal and written communications skills required
- 3.8. Participates in professional meetings when directed
- 3.9. Shall have a criminal history check conducted prior to being offered permanent employment with this agency
- 3.10. Is able to work while being closely supervised to ensure competence in providing patient care.
- 3.11. Evidence of being a hard worker without tendencies of laziness.
- 3.12. Workers must have a valid First Aid Certificate, that must be up-to-date, if such a certificate expires the employee will be pulled off the case.

4. Training:

- 4.1. All companion care/PCW's agree that if they do not already have a PCW certification, that they will obtain a PCW certification at their own expense, within three months of starting their position at our company, otherwise they agree their position with our company is forfeit after this time has expired. The PCW training program must be approved by Voyager.
- 4.2. All skills below must be evaluated and approved by the Supervising PCW. The Supervising PCW has the authority to train/orientate the new employee on these skills and must then supervise the new employee until competency is observed and approved before the new employee may start care with the client.

- 4.3. Voyager has an established process for standardized, step-by-step observation and evaluation of Homemaker/PCW competency, by the Supervising PCW, in the following subject areas prior to the assignment of tasks, requiring direct observation and/or verbal proof of the following skills:
 - 4.3.1. Communications skills;
 - 4.3.2. Observation, reporting and documentation of consumer status and the care or service furnished within the scope of practice of a Homemaker/PCW;
 - 4.3.3. Basic infection control procedures;
 - 4.3.4. Universal Precautions;
 - 4.3.5. Maintenance of a clean, safe, and healthy environment;
 - 4.3.6. Recognizing emergencies and knowledge of emergency procedures;
 - 4.3.7. The physical, emotional and developmental needs of, and methods to work with, the populations served by Voyager including the need for respect of the consumer, his or her privacy and property;
 - 4.3.8. Appropriate and safe techniques in personal hygiene and grooming that include:
 - 4.3.8.1. Bathing
 - 4.3.8.1.1. Bed/sponge,
 - 4.3.8.1.2. Tub, and
 - 4.3.8.1.3. Shower,
 - 4.3.8.2. Shampoo
 - 4.3.8.2.1. Sink,
 - 4.3.8.2.2. Tub, and
 - 4.3.8.2.3. Bed,
 - 4.3.8.3. Nail and skin care,
 - 4.3.8.4. Oral hygiene, and
 - 4.3.8.5. Toileting and elimination;
 - 4.3.9. Patient positioning; and
 - 4.3.10. Adequate nutrition and fluid intake.

5. Supervision:

- 5.1. A supervisory visit with the Homemaker/PCW present at the consumer's home shall occur no less frequently than every 60 days. More frequent direct supervision shall occur if there are adverse changes in the consumer's condition, complaints received associated with the provision of care by an aide, supervision requested by the Homemaker/PCW or consumer for specific issues, or other matters concerning the provisions of care by the Homemaker/PCW.
- 5.2. Supervisory visits will be conducted by the certified PCW supervisor who will evaluate the homemaker/PCW skills.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature_____

Date_____



CHAPTER 2

CDHPE STANDARDS FOR HOSPITALS AND HEALTH FACILITIES (6 CCR 1011-1)

GENERAL LICENSURE STANDARDS

POLICY:

It shall be the policy of Voyager to conduct criminal background screening on all individuals prior to an offer of temporary or permanent employment.

PROCEDURE:

1. General Building And Fire Safety Provisions
 - 1.1. 1.100 SUBMISSION OF CONSTRUCTION PLANS/DOCUMENTS
 - 1.2. Effective July 1, 2013, all health facility buildings and structures shall be constructed in conformity with the standards adopted by the Director of the Division of Fire Prevention and Control at the Colorado Department of Public Safety
2. Licensure Process
 - 2.1 Statutory Authority and Applicability
 - 2.1.1. The statutory authority for the promulgation of these rules is set forth in sections 25-1.5-103 and 25-3-101, et seq., C.R.S.
 - 2.1.2. A health care entity licensed by the Department shall comply with all applicable federal and state statutes and regulations including this Chapter II. In the event of a discrepancy between the Department's regulations, the more specific standards shall apply.
 - 2.2. Definitions For purposes of this Part 2, the following definitions shall apply:
 - 2.2.1. "Business Entity" means any organization or enterprise and includes, but is not limited to, a sole proprietor, an association, corporation, business trust, joint venture, limited liability company, limited liability partnership, partnership or syndicate.
 - 2.2.2. "Campus" means the physical area immediately adjacent to the health care entity's main building(s), other areas and structures that are not strictly contiguous to the main building(s) but are located within 250 yards of the main building(s) and any other areas determined by the Department, on an individual case basis, to be part of the health care entity's campus.
 - 2.2.3. "Controlling Interest" means the operational direction or management of a health care entity including, but not limited to, the authority, express or reserved, to change the corporate identity of the applicant; the authority to appoint members of the board of directors, board of trustees, or other applicable governing body of

- the health care entity; the ability to control any of the assets or other property of the health care entity or to dissolve or sell the health care entity.
- 2.2.4. "Deficiency" means a failure to fully comply with any statutory and/or regulatory requirements applicable to a licensed health facility.
 - 2.2.5. "Department" means the Colorado Department of Public Health and Environment.
 - 2.2.6. "Direct Ownership" means the possession of stock, equity in capital or any interest greater than 5 percent of the health care entity.
 - 2.2.7. "Enforcement Activity" means the imposition of remedies such as civil money penalties; appointment of a receiver or temporary manager; conditional licensure; suspension or revocation of a license; a directed plan of correction; intermediate restrictions or conditions, including retaining a consultant, department monitoring, or providing additional training to employees, owners, or operators; or any other remedy provided by state or federal law or as authorized by federal survey, certification, and enforcement regulations and agreements for violations of federal or state law.
 - 2.2.8. "Health Care Entity" means a health care facility or agency that is required to obtain a license from the Department pursuant to section 25-3-101, C.R.S. Unless otherwise indicated, the term "health care entity" is synonymous with the terms "health facility" or "facility" as used elsewhere in 6 CCR 1011-1, Standards for Hospitals and Health Facilities.
 - 2.2.9. "Indirect Ownership" means any ownership interest in an entity that has an ownership interest in the applicant, including an ownership interest in any entity that has an indirect ownership interest in the applicant.
 - 2.2.10. "Licensee" means the person, business entity or agency that is granted a license or certificate of compliance to operate a health care entity and that bears legal responsibility for compliance with all applicable federal and state statutes and regulations.
 - 2.2.11. "Management Company" means the person, business entity or agency that is paid by the licensee and has a contractual agreement with the licensee to manage the day-to-day operation of the health care entity on behalf of the licensee.
 - 2.2.12. "Palliative Care" means specialized medical care for people with serious illnesses. This type of care is focused on providing patients with relief from the symptoms, pain and stress of serious illness, whatever the diagnosis. The goal is to improve quality of life for both the patient and the family. Palliative care is provided by a team of physicians, nurses and other specialists who work with a patient's other health care providers to provide an extra layer of support. Palliative care is appropriate at any age and at any stage in a serious illness and can be provided together with curative treatment. Unless otherwise indicated, the term "palliative care" is synonymous with the terms "comfort care," "supportive care," and similar designations.
 - 2.2.13. "Review" means any type of administrative oversight by the Department including, but not limited to, examination of documents, desk audit, complaint investigation or on-site inspection.
 - 2.2.14. "Revisit" means a follow-up survey conducted after deficiencies have been cited. The purpose is to determine if the health care entity is now in compliance with the applicable state regulations or federal conditions of participation.
 - 2.2.15. "Survey" means an inspection of a health care entity for compliance with applicable state regulations or federal conditions of participation.
 - 2.2.16. "Tiered Inspection" means an on-site relicensure survey that has a reduced scope and reviews fewer items for compliance with applicable state regulations than a full re-licensure survey.
- 2.3. License Required

- 2.3.1. No person or business entity shall establish, maintain or operate a health care entity without first having obtained a license therefore or, in the case of governmental facilities, a certificate of compliance from the Department. For purposes of these rules, the holder of a certificate of compliance from the Department of Public Health and Environment shall be considered a licensee.
 - 2.3.1.1. A licensed health care entity that is subject to fire prevention and life safety code requirements shall not provide services in areas subject to plan review except as approved by the Department of Public Safety, Division of Fire Prevention and Control.
 - 2.3.1.2. Any person or business entity operating a health care entity who does not have a provisional, conditional or regular license from the Department is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than fifty dollars (\$50), nor more than five hundred dollars (\$500). Each day of operation shall be considered a separate offense.
 - 2.3.1.3. No health care entity shall create the impression that it is a licensed entity at any location unless it meets the legal definition of the health care entity that it purports to be.
- 2.3.2. A separate license shall be required for each physical location or campus of a health care entity, except as otherwise specified in Chapter IV, General Hospitals and Chapter XXVI, Home Care Agencies.
- 2.3.3. Each health care entity offering services that are regulated by more than one chapter of 6 CCR 1011-1, Standards for Hospitals and Health Facilities, shall obtain a separate license for each category of services that requires a state license.
 - 2.3.3.1. If any licensed health care entity offers services within the same building or on the same campus as another licensee, the care facilities of one licensee shall be separately identifiable from the care facilities of any other licensee.
 - 2.3.3.1.1. Care facilities shall include, but not be limited to, patient/resident bed wings, diagnostic, procedure and operating rooms.
- 2.3.4. Each health care entity that is federally certified shall have a state license for each category of services for which it is certified, if such a license category exists.
- 2.3.5. Each health care entity applying for initial licensure shall submit a distinctive license name that does not mislead or confuse the public regarding the type of health services to be provided. The entity name need not include the services to be provided. If, however, those services are included in the name, that inclusion shall not mislead or confuse the public. Duplication of an existing name is prohibited except between health care entities that are affiliated through ownership or controlling interest.
- 2.3.6. (A) Each health care entity shall be identified by this distinctive name on stationery, billing materials and exterior signage that clearly identifies the licensed entity. Exterior signage shall conform to the applicable local zoning requirements.
- 2.4. Initial License Application Procedure
 - 2.4.1. Any person or entity seeking a license to operate a health care entity shall initially notify the Department by submitting a letter of intent upon such form and in such manner as prescribed by the Department. Such notification shall include the proposed name, location, license category, services and date of opening of said entity. Upon receipt of the letter of intent, the Department will provide the applicant with the appropriate application.
 - 2.4.2. The applicant shall provide the Department with a complete application including all information and attachments specified in the application form and any additional information requested by the Department. The appropriate

non-refundable fee(s) for the license category requested shall be submitted with the application. Applications shall be submitted at least ninety (90) calendar days before the anticipated start-up date.

2.4.3. Each applicant shall provide the following information:

- 2.4.3.1. The legal name of the entity and all other names used by it to provide health care services. The applicant has a continuing duty to notify the Department of all name changes at least thirty (30) calendar days prior to the effective date of the change.
- 2.4.3.2. Contact information for the entity including mailing address, telephone and facsimile numbers, e-mail address and, if applicable, website address.
- 2.4.3.3. The identity of all persons and business entities with a controlling interest in the health care entity, including administrators, directors, managers and management contractors.
 - 2.4.3.3.1. A non-profit corporation shall list the governing body and officers.
 - 2.4.3.3.2. A for-profit corporation shall list the names of the officers and stockholders who directly or indirectly own or control five percent or more of the shares of the corporation.
 - 2.4.3.3.3. A sole proprietor shall include proof of lawful presence in the United States in compliance with section 24-76.5-103(4), C.R.S.
- 2.4.3.4. The name, address and business telephone number of every person identified in section 2.4.3(C) and the individual designated by the applicant as the chief executive officer of the entity.
 - 2.4.3.4.1. If the addresses and telephone numbers provided above are the same as the contact information for the entity itself, the applicant shall also provide an alternate address and telephone number for at least one individual for use in the event of an emergency or closure of the health care entity.
- 2.4.3.5. Proof of professional liability insurance obtained and held in the name of the license applicant as required by the Colorado Health Care Availability Act, section 13-64-301, et seq., C.R.S., with the Department identified as a certificate holder. Such coverage shall be maintained for the duration of the license term and the Department shall be notified of any change in the amount, type or provider of professional liability insurance coverage during the license term.
 - 2.4.3.5.1. Articles of incorporation, articles of organization, partnership agreement, or other organizing documents required by the Secretary of State to conduct business in Colorado; and by-laws or equivalent documents that govern the rights, duties and capital contributions of the business entity.
- 2.4.3.6. The address of the physical location that is to constitute the entity, and the name(s) of the owner(s) of each structure on the campus where licensed services are provided if different than those identified in paragraph (C) of this section.
- 2.4.3.7. A map for each floor of the health care entity's buildings indicating room layout, services to be provided in each of the rooms, and the proposed physical extent of the license within each building. If multiple buildings are involved, a map of the campus shall also be submitted that indicates which floor and which buildings are occupied as part of the license. Maps shall be submitted in the format prescribed by the Department.
- 2.4.3.8. A copy of any management agreement pertaining to operation of the entity that sets forth the financial and administrative responsibilities of each party.

- 2.4.3.9. If an applicant leases one or more building(s) to operate as a licensed health care entity, a copy of the lease shall be filed with the license application and show clearly in its context which party to the agreement is to be held responsible for the physical condition of the property.
- 2.4.3.10. A statement signed and dated contemporaneous with the application stating whether, within the previous ten years, one or more individuals or entities identified in response to sections 2.4.3(C) and (D) has a controlling or ownership interest in any type of health facility and has been the subject of, or a party to, one of more of the following events, regardless of whether action has been stayed in a judicial appeal or otherwise settled between the parties.
 - 2.4.3.10.1. Been convicted of a felony under the laws of any state or of the United States. A guilty verdict, a plea of guilty or a plea of nolo contendere (no contest) accepted by the court is considered a conviction,
 - 2.4.3.10.2. A disciplinary action imposed upon the applicant by an agency in another jurisdiction that registers or licenses health facilities including, but not limited to, a citation, sanction, probation, civil penalty, or a denial, suspension, revocation, or modification of a license or registration whether it is imposed by consent decree, order, or other decision, for any cause other than failure to pay a license fee by the due date,
 - 2.4.3.10.3. Limitation, revocation or suspension by any state board, municipality, federal or state agency of any health care related license,
 - 2.4.3.10.4. The refusal to grant or renew a license for operation of a health care entity, contract for participation or certification for Medicaid, Medicare, or other public health or social services payment program, or
 - 2.4.3.10.5. A civil judgment or criminal conviction resulting from conduct or an offense in the operation, management or ownership of a health facility related to patient or resident care or fraud in public health or social service payment program. A guilty verdict, a plea of guilty or a plea of nolo contendere (no contest) accepted by the court is considered a conviction.
- 2.4.3.11. Any statement regarding the information requested in paragraph (K) shall include the following, if applicable:
 - 2.4.3.11.1. If the event is an action by a governmental agency (as described above) the name of the agency, its jurisdiction, the case name, and the docket, proceeding or case number by which the event is designated, and a copy of the consent decree, order or decision.
 - 2.4.3.11.2. If the event is a felony conviction, the court, its jurisdiction, the case name, the case number, a description of the matter or a copy of the indictment or charges, and any plea or verdict entered by the court.
 - 2.4.3.11.3. If the event concerns a civil action or arbitration proceeding, the court or arbiter, the jurisdiction, the case name, the case number, a description of the matter or a copy of the complaint, and a copy of the verdict, the court or arbitration decision.
- 2.4.4. Each application shall be signed under penalty of perjury by an authorized corporate officer, general partner, or sole proprietor of the applicant as appropriate.

- 2.4.5. Failure of the applicant to accurately answer or report any of the information requested by the Department shall be considered good cause to deny the license application. The Department shall have the discretion, based upon the information received in response to section 2.4.3 (K), to request additional information from the applicant beyond the specified ten-year time frame.
- 2.4.6. The Department shall conduct a preliminary assessment of the application and notify the applicant of any application defects.
 - 2.4.6.1. The applicant shall respond within fourteen (14) calendar days to written notice of any application defect.
- 2.4.7. A license application shall be considered abandoned if the applicant fails to address all application defects within the timeframes established by the Department and may result in administrative closure of the application process.
 - 2.4.7.1. After an administrative closure, the applicant may file a new license application along with the corresponding initial license fee.
- 2.5. Provisional License
 - 2.5.1. Where a health care entity fails to fully conform to the applicable statutes and regulations but the Department determines the entity is making a substantial good faith attempt to comply, the Department may refuse to issue an initial license and instead grant the applicant a provisional license upon payment of the non-refundable provisional license fee.
 - 2.5.2. A provisional license shall be valid for ninety (90) days.
 - 2.5.3. Except for Assisted Living Residences, a second provisional license may be issued if the Department determines that substantial progress continues to be made and it is likely compliance can be achieved by the date of expiration of the second provisional license.
 - 2.5.4. The second provisional license shall be issued for the same duration as the first upon payment of a second non-refundable provisional license fee.
 - 2.5.5. During the term of the provisional license, the Department shall conduct any review it deems necessary to determine if the applicant meets the requirements for a regular license.
 - 2.5.6. If the Department determines, prior to expiration of the provisional license, that the applicant has achieved reasonable compliance, it shall issue a regular license upon payment of the applicable initial license fee. The regular license shall be valid for one year from the date of issuance, unless otherwise acted upon pursuant to section 2.9.3 of this chapter.
- 2.6. Renewal License Application Procedure
 - 2.6.1. Except for those renewal applicants described in subsection (A) below, a licensee seeking renewal shall provide the Department with a license application, signed under penalty of perjury by an authorized corporate officer, general partner, or sole proprietor of the applicant as appropriate, and the appropriate fee at least sixty (60) calendar days prior to the expiration of the existing license. Renewal applications shall contain the information required in section 2.4.3 of this Chapter unless the information has been previously submitted and no changes have been made to the information currently held by the Department.
 - 2.6.1.1. In order to comply with Colorado Division of Insurance Rule 2-1-1, a licensee that has an insurance policy with any portion of self-insured retention or alternate form of security shall submit its license application and fee to the Department at least ninety (90) calendar days prior to the expiration of the existing license.
 - 2.6.2. Failure to submit a completed renewal application to the Department thirty (30) calendar days prior to expiration of the existing license shall result in assessment of a late fee in an amount equal to the applicable renewal fee including any bed fees or operating/procedure room fees.

- 2.6.3. Failure of the licensee to accurately answer or report any of the information requested by the Department shall be considered good cause to deny the license renewal application.
- 2.6.4. The Department shall conduct a preliminary assessment of the renewal application and notify the licensee of any application defects.
 - 2.6.4.1. The applicant shall respond within fourteen (14) calendar days to written notice of any application defect.
- 2.7. Change of Ownership/Management
 - 2.7.1. When a currently licensed health care entity anticipates a change of ownership, the current licensee shall notify the Department within the specified time frame and the prospective new licensee shall submit an application for change of ownership along with the requisite fees and documentation within the same time frame. The time frame for submittal of such notification and documentation shall be least ninety (90) calendar days before a change of ownership involving any health care entity except those specifically enumerated in subsection (A) below.
 - 2.7.1.1. Notification and documentation regarding the change of ownership of an assisted living residence; home care agency; facility for persons with developmental disabilities; outpatient mental health care facility, including but not limited to a community mental health center or clinic; and any extended care facility or hospice with sixteen (16) or fewer inpatient beds, including but not limited to nursing homes or rehabilitation facilities, shall be submitted to the Department at least thirty (30) calendar days before the change of ownership.
 - 2.7.2. In general, the conversion of a health care entity's legal structure, or the legal structure of an entity that has a direct or indirect ownership interest in the health care entity is not a change of ownership unless the conversion also includes a transfer of at least 50 percent of the licensed health care entity's direct or indirect ownership interest to one or more new owners. Specific instances of what does or does not constitute a change of ownership are set forth below in section
 - 2.7.3. The Department shall consider the following criteria in determining whether there is a change of ownership of a health care entity that requires a new license:
 - 2.7.3.1. Sole proprietors:
 - 2.7.3.1.1. The transfer of at least 50 percent of the ownership interest in a health care entity from a sole proprietor to another individual, whether or not the transaction affects the title to real property, shall be considered a change of ownership.
 - 2.7.3.1.2. Change of ownership does not include forming a corporation from the sole proprietorship with the proprietor as the sole shareholder.
 - 2.7.3.2. Partnerships:
 - 2.7.3.2.1. Dissolution of the partnership and conversion into any other legal structure shall be considered a change of ownership if the conversion also includes a transfer of at least 50 percent of the direct or indirect ownership to one or more new owners.
 - 2.7.3.2.2. Change of ownership does not include dissolution of the partnership to form a corporation with the same persons retaining the same shares of ownership in the new corporation.
 - 2.7.3.3. Corporations:
 - 2.7.3.3.1. Consolidation of two or more corporations resulting in the creation of a new corporate entity shall be considered a change of ownership if the consolidation includes a transfer of at least 50 percent of the direct or indirect ownership to one or more new owners.

- 2.7.3.3.2. Formation of a corporation from a partnership, a sole proprietorship or a limited liability company shall be considered a change of ownership if the change includes a transfer of at least 50 percent of the direct or indirect ownership to one or more new owners.
- 2.7.3.3.3. The transfer, purchase or sale of shares in the corporation such that at least 50 percent of the direct or indirect ownership of the corporation is shifted to one or more new owners shall be considered a change of ownership.
- 2.7.3.4. Limited Liability Companies:
 - 2.7.3.4.1. The transfer of at least 50 percent of the direct or indirect ownership interest in the company shall be considered a change of ownership.
 - 2.7.3.4.2. The termination or dissolution of the company and the conversion thereof into any other entity shall be considered a change of ownership if the conversion also includes a transfer of at least 50 percent of the direct or indirect ownership to one or more new owners.
 - 2.7.3.4.3. Change of ownership does not include transfers of ownership interest between existing members if the transaction does not involve the acquisition of ownership interest by a new member. For the purposes of this subsection, "member" means a person or entity with an ownership interest in the limited liability company.
- 2.7.3.5. Management contracts, leases or other operational arrangements:
 - 2.7.3.5.1. If the owner of a health care entity enters into a lease arrangement or management agreement whereby the owner retains no authority or responsibility for the operation and management of the health care entity, the action shall be considered a change of ownership that requires a new license.
- 2.7.4. Each applicant for a change of ownership shall provide the following information:
 - 2.7.4.1. The legal name of the entity and all other names used by it to provide health care services. The applicant has a continuing duty to notify the Department of all name changes at least thirty (30) calendar days prior to the effective date of the change.
 - 2.7.4.2. Contact information for the entity including mailing address, telephone and facsimile numbers, e-mail address and, if applicable, website address.
 - 2.7.4.3. The identity of all persons and business entities with a controlling interest in the health care entity, including administrators, directors, managers and management contractors.
 - 2.7.4.3.1. A non-profit corporation shall list the governing body and officers.
 - 2.7.4.3.2. A for-profit corporation shall list the names of the officers and stockholders who directly or indirectly own or control five percent or more of the shares of the corporation.
 - 2.7.4.3.3. A sole proprietor shall include proof of lawful presence in the United States in compliance with section 24-76.5-103(4), C.R.S.
 - 2.7.4.4. The name, address and business telephone number of every person identified in section 2.7.4(C) and the individual designated by the applicant as the chief executive officer of the entity.
 - 2.7.4.4.1. If the addresses and telephone numbers provided above are the same as the contact information for the entity itself, the applicant shall also provide an alternate address and telephone number

- for at least one individual for use in the event of an emergency or closure of the health care entity.
- 2.7.4.5. Proof of professional liability insurance obtained and held in the name of the license applicant as required by the Colorado Health Care Availability Act, section 13-64-301, et seq., C.R.S., with the Department identified as a certificate holder. Such coverage shall be maintained for the duration of the license term and the Department shall be notified of any change in the amount, type or provider of professional liability insurance coverage during the license term.
 - 2.7.4.6. Articles of incorporation, articles of organization, partnership agreement, or other organizing documents required by the Secretary of State to conduct business in Colorado; and by-laws or equivalent documents that govern the rights, duties and capital contributions of the business entity.
 - 2.7.4.7. The address of the physical location that is to constitute the entity and the name(s) of the owner(s) of each structure on the campus where licensed services are provided if different than those identified in paragraph (C) of this section.
 - 2.7.4.8. A copy of any management agreement pertaining to operation of the entity that sets forth the financial and administrative responsibilities of each party.
 - 2.7.4.9. If an applicant leases one or more building(s) to operate as a licensed health care entity, a copy of the lease shall be filed with the license application and show clearly in its context which party to the agreement is to be held responsible for the physical condition of the property.
 - 2.7.4.10. A statement signed and dated contemporaneously with the application stating whether, within the previous ten (10) years, any of the new owners have been the subject of, or a party to, one of more of the following events, regardless of whether action has been stayed in a judicial appeal or otherwise settled between the parties.
 - 2.7.4.10.1. Been convicted of a felony or misdemeanor involving moral turpitude under the laws of any state or of the United States. A guilty verdict, a plea of guilty or a plea of nolo contendere (no contest) accepted by the court is considered a conviction,
 - 2.7.4.10.2. Had a state license or federal certification denied, revoked, or suspended by another jurisdiction.
 - 2.7.4.10.3. Had a civil judgment or a criminal conviction in a case brought by the federal, state or local authorities that resulted from the operation, management, or ownership of a health facility or other entity related to substandard patient care or health care fraud.
 - 2.7.4.11. Any statement regarding the information requested in paragraph (J) shall include the following, if applicable:
 - 2.7.4.11.1. If the event is an action by federal, state or local authorities; the full name of the authority, its jurisdiction, the case name, and the docket, proceeding or case number by which the event is designated, and a copy of the consent decree, order or decision.
 - 2.7.4.11.2. If the event is a felony or misdemeanor conviction involving moral turpitude, the court, its jurisdiction, the case name, the case number, a description of the matter or a copy of the indictment or charges, and any plea or verdict entered by the court.
 - 2.7.4.11.3. If the event involves a civil action or arbitration proceeding, the court or arbiter, the jurisdiction, the case name, the case number, a description of the matter or a copy of the complaint, and a copy of the verdict, the court or arbitration decision.

- 2.7.5. The existing licensee shall be responsible for correcting all rule violations and deficiencies in any current plan of correction before the change of ownership becomes effective. In the event that such corrections cannot be accomplished in the time frame specified, the prospective licensee shall be responsible for all uncorrected rule violations and deficiencies including any current plan of correction submitted by the previous licensee unless the prospective licensee submits a revised plan of correction, approved by the Department, before the change of ownership becomes effective.
- 2.7.6. If the Department issues a license to the new owner, the previous owner shall return its license to the Department within five (5) calendar days of the new owner's receipt of its license.
- 2.8. Fitness Review Process
 - 2.8.1. The Department shall review the applicant's fitness to conduct or maintain a licensed operation. The Department shall determine by on-site inspection or other appropriate investigation the applicant's compliance with applicable statutes and regulations. The Department shall consider the information contained in an entity's application and may request access to and consider other information including, but not limited to, the following:
 - 2.8.1.1. Whether the applicant has legal status to provide the services for which the license is sought as conferred by articles of incorporation, statute or other governmental declaration.
 - 2.8.1.2. Whether the applicant's financial resources and sources of revenue appear adequate to provide staff, services, and the physical environment sufficient to comply with the applicable state statutes and regulations; including, if warranted, review of an applicant's credit report,
 - 2.8.1.3. The applicant's previous compliance history,
 - 2.8.1.4. Review of the applicant's policies and procedures,
 - 2.8.1.5. Review of the applicant's quality improvement plans, other quality improvement documentation as may be appropriate, and accreditation reports,
 - 2.8.1.6. Physical inspection of the entity,
 - 2.8.1.7. Credentials of staff,
 - 2.8.1.8. Interviews with staff, and
 - 2.8.1.9. Other documents deemed appropriate by the Department.
 - 2.8.2. The Department may conduct a fitness review of an existing owner of a licensed health care entity that has submitted an application for a change of ownership only when the Department has new information not previously available or disclosed that bears on the fitness of the existing owner to operate or maintain a licensed health care entity.
- 2.9. Issuance of License
 - 2.9.1. No license shall be issued until the applicant conforms to all applicable statutes and regulations.
 - 2.9.1.1. The Department shall not issue or renew any license unless it has received a certificate of compliance from the Division of Fire Prevention and Control certifying that the building or structure of the health facility is in conformity with the standards adopted by the Director of the Division of Fire Prevention and Control. This requirement does not apply to out-patient hospice or home care agency licenses because they do not provides services on their own premises.
 - 2.9.2. Each license shall contain the name of the health care entity, license category, term of license, holder of license and the licensed capacity. Each Dialysis Treatment Clinic and Ambulatory Surgical Center shall be licensed for its maximum operational capacity as determined by the Department. Except as

specified below, no person shall admit a patient or resident to a health care entity if such admission would exceed the entity's licensed capacity.

- 2.9.2.1. If the entity has the physical space and staff capacity to meet the needs of an additional patient or resident, the Department may, upon request, allow admission above the licensed capacity for no longer than one month if the patient or resident requires immediate admission and the Department determines that there is no convenient alternative source of admission.
- 2.9.2.2. In the event of a health emergency involving multiple ill or injured persons, hospitals and other licensed facilities providing essential emergent or continued care may admit patients or residents that exceed their maximum bed capacity for a period of no more than 14 consecutive days, as long as the facility remains in compliance with its life safety code, patient staffing requirements, and existing emergency/disaster plan. One extension for no more than an additional 14 consecutive days may be requested based upon extenuating circumstances.
 - 2.9.2.2.1. Any facility implementing the emergency bed increase shall provide the Department with verbal notice at the time of implementation and a written report within 14 calendar days after implementation explaining the emergent situation and the actions taken by the facility.
- 2.9.3. A license issued by the Department may be revoked, suspended, annulled, limited, or modified at any time during the license term because of a licensee's failure to comply with any of the applicable statutes or regulations, or to make the reports required by section 25-3-104, C.R.S. Unless consented to by the applicant, a limitation imposed prior to issuance of an initial or renewal license shall be treated as a denial. A modification of an existing license during its term, unless consented to by the licensee, shall be treated as a revocation.
- 2.9.4. The Department may impose conditions upon a license prior to issuing an initial or renewal license or during an existing license term. If the Department imposes conditions on a license, the licensee shall immediately comply with all conditions until and unless said conditions are overturned or stayed on appeal.
 - 2.9.4.1. If conditions are imposed at the same time as an initial or renewal license, the applicant shall pay the applicable initial or renewal license fee plus the conditional fee. If conditions are imposed during the license term, the licensee shall pay the conditional fee and the conditions shall run concurrently with the existing license term. If the conditions are renewed in whole or in part for the next license term, the licensee shall pay the applicable renewal fee along with the conditional fee in effect at the time of renewal.
 - 2.9.4.2. If the Department imposes conditions of continuing duration that require only minimal administrative oversight, it may waive the conditional fee after the licensee has complied with the conditions for a full license term.
- 2.9.5. If a licensee holds a conditional license, it shall post a clearly legible copy of the license conditions in a conspicuous public place in the health care entity.
- 2.9.6. Each license or certificate of compliance issued by the Department shall become invalid when the licensee fails to timely renew the license, ceases operation, or there is final agency action suspending or revoking the license. The license shall be returned to the Department within ten (10) calendar days of the event that invalidated it.
- 2.9.7. Each health care entity that surrenders its license or certificate shall accomplish the following with regard to any individual records that the entity is legally obligated to maintain:

- 2.9.7.1. Ten (10) calendar days prior to closure, inform the Department in writing of the specific plan for storage and retrieval of individual records,
 - 2.9.7.2. Within ten (10) calendar days of closure, inform all patients, residents, consumers or authorized representatives thereof, in writing how and where to obtain their individual records; and
 - 2.9.7.3. Provide secure storage for any remaining patient, resident or consumer records.
- 2.10. Continuing Obligations of Licensee
- 2.10.1. Each licensee shall have and maintain electronic business communication tools, including, but not limited to, a facsimile machine, internet access and a valid e-mail address. The licensee shall use these tools to receive and submit information, as required by the Department.
 - 2.10.2. The license shall be displayed in a conspicuous place readily visible to patients, residents or clients who enter at the address that appears on the license. The license is only valid while in the possession of the licensee to whom it is issued and shall not be subject to sale, assignment or other transfer, voluntary or involuntary, nor shall a license be valid for any premises other than those for which it was originally issued.
 - 2.10.3. The licensee shall provide accurate and truthful information to the Department during inspections, investigations and licensing activities.
 - 2.10.4. The licensee shall provide, upon request, access to such individual patient, resident, client or consumer records as the Department requires for the performance of its regulatory oversight responsibilities.
 - 2.10.4.1. A licensee shall provide, upon request, access to or copies of reports and information required by the Department including, but not limited to, staffing reports, census data, statistical information, and such other records as the Department requires for the performance of its regulatory oversight responsibilities.
 - 2.10.4.2. The Department shall not release to any unauthorized person any information defined as confidential under state law.
 - 2.10.5. Where a licensed health care entity is subject to inspection, certification, or review by other agencies, accrediting organizations, or inspecting companies, the licensee shall provide and/or release to the Department, upon request, any correspondence, reports or recommendations concerning the licensee that were prepared by such organizations.
 - 2.10.6. Each licensee shall notify the Department in writing of any change in the information required by sections 2.4.3 or 2.7.4 of this Chapter from what was contained in the last submitted license application. Except for the operational changes that require Department approval as set forth in subsection (A) below or the changes requiring advance notice as set forth in subsection (B), the licensee shall notify the Department of all changes in information as soon as practicable, but no later than thirty (30) calendar days after the change becomes effective.
 - 2.10.6.1. Except as otherwise provided in 6 CCR 1011-1, Chapter IV, Part 3.200, the following changes to the operation of the licensed health care entity shall not be implemented without prior approval from the Department. A licensee shall, at least thirty (30) calendar days in advance, submit a written request to the Department regarding any of these proposed changes.
 - 2.10.6.1.1. Increase in licensed capacity.
 - 2.10.6.1.1.1. If a licensee requests an increase in licensed capacity that is approved by the Department, an amended license shall be issued upon payment of the appropriate fee.
 - 2.10.6.1.1.2. The Department has the discretion to deny a requested increase in licensed capacity if it determines that the

increase poses a potential risk to the health, safety or welfare of the health care entity's patients, clients or residents based upon the entity's compliance history, or because the entity is unable to meet the required health and environmental criteria for the increased capacity.

2.10.6.1.2. Change in a management company or proposed use of a management agreement not previously disclosed in sectionS 2.4.3 or 2.7.4.

2.10.6.1.3. Change in license category or classification.

2.11. Department Oversight

2.11.1. The Department and any duly authorized representatives thereof shall have the right to enter upon and into the premises of any licensee or applicant for a license in order to determine the state of compliance with the law and regulations, and shall initially identify themselves to the person in charge of the health care entity at the time.

2.11.1.1. In accordance with section 25-1.5-103, C.R.S., routine unannounced onsite inspections shall be made only between the hours of 7 a.m. and 7 p.m.

2.11.2. Licensure Surveys and Tiered Inspections

For each health care entity that is eligible, the Department will either extend the standard licensure survey cycle up to three (3) years or utilize a tiered licensure inspection system. The Department will implement the extended survey cycle or tiered licensure inspection system in phases by license category with full implementation to be accomplished no later than July 1, 2014.

The extended survey cycle or tiered inspection system is designed to reduce the time needed for and costs of licensure inspections for both the Department and the licensed health care entity; reduce the number, frequency, and duration of on-site inspections; reduce the scope of data and information that health care entities are required to submit or provide to the Department in connection with the licensure inspection; reduce the amount and scope of duplicative data, reports, and information required to complete the licensure inspection; and be based on a sample of the facility size.

2.11.2.1. In order to be eligible, the health care entity shall meet all of the following criteria:

2.11.2.1.1. Licensed for at least three (3) years;

2.11.2.1.2. No enforcement activity within three (3) years prior to the date of the survey;

2.11.2.1.3. No patterns of deficient practices, as documented in the inspection and survey reports issued by the Department within the three (3) years prior to the date of the inspection; and

2.11.2.1.4. No substantiated complaint resulting in the discovery of significant deficiencies that may negatively affect the life, health, or safety of patients, residents or consumers of the health care entity within the three (3) years prior to the date of the survey.

2.11.2.2. The Department may expand the scope of a tiered inspection to an extended or full survey if the Department finds deficient practice during the tiered inspection process,

2.11.2.3. Nothing in this section 2.11.2 limits the ability of the Department to conduct a periodic inspection or survey that is required to meet its obligations as a state survey agency on behalf of the Centers for Medicare and Medicaid Services or the Department of Health Care Policy and Financing to assure that the health facility meets the requirements for participation in the Medicare and Medicaid programs.

- 2.11.3. If the Department has information about an applicant or licensee or its employees or managers that has been acquired in the context of a Department review, and provides such information to any state or federal agency that may have a statutory or regulatory interest in the entity or its employees, the Department shall also forward to the other agency any responses it has received from the licensee or applicant to the matter under review, if applicable.
- 2.11.4. The Department may use the following measures to ensure a licensee's full compliance with the applicable statutory and regulatory criteria.
 - 2.11.4.1. Unscheduled or unannounced reviews.

The Department may conduct an unscheduled or unannounced review of a current licensee based upon, but not limited to, the following criteria:

 - 2.11.4.1.1. Routine compliance inspection,
 - 2.11.4.1.2. Reasonable cause to question the applicant's continued fitness to conduct or maintain licensed operations,
 - 2.11.4.1.3. A complaint alleging non-compliance with license requirements,
 - 2.11.4.1.4. Discovery of previously undisclosed information regarding a licensee or any of its owners, officers, managers or other employees if such information affects or has the potential to affect the licensee's provision of care, or
 - 2.11.4.1.5. The omission of relevant information from documents requested by the Department or indication of false information submitted to the Department.
 - 2.11.4.2. Plan of Correction

After any Departmental review, the Department may request a plan of correction from a licensee or require a licensee's compliance with a Department directed plan of correction.

 - 2.11.4.2.1. The plan of correction shall be in the format prescribed by the Department and include, but not be limited to, the following:
 - 2.11.4.2.1.1. A description of how the licensee will correct each identified deficiency,
 - 2.11.4.2.1.2. A description of how the licensee will monitor the corrective action to ensure each deficiency is remedied and will not recur, and
 - 2.11.4.2.1.3. A timeline with the expected implementation and completion date. The completion date is the date that the entity deems it can achieve compliance.
 - 2.11.4.2.1.3.1. The implementation date shall be no longer than thirty (30) calendar days from the date of the mailing of the deficiency to the licensee, unless otherwise required or approved by the Department.
 - 2.11.4.2.1.4. A completed plan of correction shall be:
 - 2.11.4.2.1.4.1. Signed by the licensee's director, administrator or manager, and
 - 2.11.4.2.1.4.2. Submitted to the Department within ten (10) calendar days after the date of the Department's written notice of deficiencies.
 - 2.11.4.2.1.4.2.1. If an extension of time is needed to complete the plan of correction, the licensee shall request an extension in writing from the Department prior to the plan of correction due date. The Department may grant an extension of time.

- 2.11.4.2.2. The Department has discretion to approve, impose, modify or reject a plan of correction.
 - 2.11.4.2.2.1. If the plan of correction is accepted, the Department shall notify the entity by issuing a written notice of acceptance.
 - 2.11.4.2.2.2. If the plan of correction is unacceptable, the Department shall notify the licensee in writing, and the licensee shall re-submit the changes within the timeframe prescribed by the Department.
 - 2.11.4.2.2.3. If the licensee fails to comply with the requirements or deadlines for submission of a plan or fails to submit requested changes to the plan, the Department may reject the plan of correction and impose disciplinary sanctions as set forth below.
 - 2.11.4.2.2.4. If the licensee fails to implement the actions agreed to by the correction date in the approved plan of correction, the Department may impose disciplinary sanctions as set forth below.
- 2.12. Enforcement and Disciplinary Sanctions
 - License Denials
 - 2.12.1. The Department may deny an application for an initial or renewal license for reasons including, but not limited to, the following:
 - 2.12.1.1. The applicant has not fully complied with all local, state and federal laws and regulations applicable to that license category or classification,
 - 2.12.1.2. The application or accompanying documents contain a false statement of material fact,
 - 2.12.1.3. The applicant fails to respond in a timely manner to Departmental requests for additional information,
 - 2.12.1.4. The applicant refuses any part of an on-site or off-site inspection,
 - 2.12.1.5. The applicant fails to comply with or successfully complete an acceptable plan of correction,
 - 2.12.1.6. The results of the fitness review and/or background check reveal issues that have harmed or have the potential to harm the health or safety of the individual(s) served,
 - 2.12.1.7. The applicant has failed to cooperate with the investigation of any local, state or federal regulatory body, or
 - 2.12.1.8. The applicant is not in compliance with regulatory requirements or has a documented pattern of non-compliance that has harmed or has the potential to harm the health or safety of the individual(s) served.
 - 2.12.2. If the Department denies an application for an initial or renewal license, it shall provide the applicant with a written notice explaining the basis for the denial and affording the applicant or licensee the opportunity to respond and comply with all licensing requirements within the specified timeframe.
 - 2.12.3. Appeals of licensure denials shall be conducted in accordance with the State Administrative Procedure Act, section 24-4-101, et seq. C.R.S.
 - 2.12.3.1. Revocation or suspension of a license
 - 2.12.4. The Department may revoke or suspend an existing license for good cause including, but not limited to, circumstances in which an owner, officer, director, manager, administrator or other employee of the licensee:
 - 2.12.4.1. Fails or refuses to comply with the statutory and/or regulatory requirements applicable to that license type,
 - 2.12.4.2. Makes a false statement of material fact about individuals served by the licensee, its staff, capacity, or other operational components verbally or

- in any public document or in a matter under investigation by the Department or another governmental entity,
 - 2.12.4.3. Prevents, interferes with, or attempts to impede in any way the work of a representative or agent of the Department in investigating or enforcing the applicable statutes or regulations,
 - 2.12.4.4. Falsely advertises or in any way misrepresents the licensee's ability to care for the individuals served based on its license type or status,
 - 2.12.4.5. Fails to provide reports and documents required by regulation or statute in a timely and complete fashion,
 - 2.12.4.6. Fails to comply with or complete a plan of correction in the time or manner specified, or
 - 2.12.4.7. Falsifies records or documents.
 - 2.12.5. If the Department revokes or suspends a license, it shall provide the licensee with a notice explaining the basis for the action. The notice shall also inform the licensee of its right to appeal and the procedure for appealing the action.
 - 2.12.6. Appeals of Department revocations or suspensions shall be conducted in accordance with the State Administrative Procedure Act, section 24-4-101, et seq., C.R.S.
 - 2.12.6.1. Summary suspension of a license
 - 2.12.7. Notwithstanding other remedies available under state law, the Department may summarily suspend a license pending proceedings for revocation or refusal to renew a license in cases of deliberate or willful violation of applicable statutes and regulations or where the public health, safety or welfare imperatively requires emergency action.
 - 2.12.8. For purposes of this section, a deliberate and willful violation may be shown by intentional conduct or by a pattern or practice of repeated, identical or similar violations.
 - 2.12.9. Summary suspension of any license shall be by order of the executive director of the Department or authorized designee and shall comply with the requirements of section 24-4-104, C.R.S.
 - 2.12.10. Appeals of summary suspensions shall be conducted in accordance with the State Administrative Procedure Act, section 24-4-101, et seq., C.R.S.
- 2.13. License Fees
- Unless explicitly set forth elsewhere in 6 CCR 1011-1 or statute, the following non-refundable fees shall apply and be submitted to the Department with the corresponding application or notification. More than one fee may apply depending upon the circumstances.
- Initial license \$371.44
 - Renewal license \$371.44
 - Conditional license \$1,547.65
 - First provisional license \$1,031.77
 - Second provisional license \$1,031.77
 - Change of ownership \$371.44
 - Change in licensed capacity \$371.44
 - Change of name \$371.44
 - Renewal application late fee is Equal to the applicable renewal license fee including bed fees or operating/procedure room fees.
- 2.14. Performance Incentive
- 2.14.1. A licensed health care entity shall be eligible for a performance incentive if the department's on-site relicensure inspection demonstrates that:
 - 2.14.1.1. The licensee has no significant deficiencies that have negatively affected the life, safety or health of its consumers;

- 2.14.1.2. The licensee has fully and timely cooperated with the Department during the on- site inspection;
- 2.14.1.3. The Department has found no documented actual or potential harm to consumers; and
- 2.14.1.4. if significant deficiencies are found that do not negatively affect the life, safety or health of consumers, the licensee has submitted and the Department has accepted a plan of correction and the Department has verified that the deficient practice was corrected within the period required by the Department.
- 2.14.2. The incentive payment shall be calculated at 10 percent of the agency's renewal license fee and shall apply when:
 - 2.14.2.1. The inspection is completed with the full and timely cooperation of the agency,
 - 2.14.2.2. Inspection findings do not document harm or potential harm to consumers, and
 - 2.14.2.3. Correction of the deficient practice is verified by the department on or prior to the respective due dates.
- 2.14.3. The incentive payment shall be paid to the licensee within 60 days following the acceptance of the validation of correction of all cited deficiencies, or within 60 days of the inspection exit date if no deficiencies were cited.
- 3. PART 3. QUALITY MANAGEMENT, OCCURRENCE REPORTING, PALLIATIVE CARE
 - 3.1. QUALITY MANAGEMENT PROGRAM. Every health care entity licensed or certified by the Department pursuant to Section 25-1.5-103(1)(a), C.R.S., shall establish a quality management program appropriate to the size and type of facility that evaluates the quality of patient or resident care and safety, and that complies with this Part 3. Assisted living residences and community residential homes shall have until December 31, 2015, to achieve full compliance with this regulation.
 - 3.1.1. Every health care entity identified in section 3.1 shall develop a quality management program that shall be available for Department review during the initial licensure survey and each re-licensure survey. Each program shall include the following elements:
 - 3.1.1.1. A general description of the types of cases, problems, or risks to be reviewed and criteria for identifying potential risks, including without limitation any incidents that may be required by Department regulations to be reported to the Department;
 - 3.1.1.2. Identification of the personnel or committees responsible for coordinating quality management activities and the means of reporting to the administrator or governing body of the facility.
 - 3.1.1.3. A description of the method for systematically reporting information to a person designated by the facility within a prescribed time;
 - 3.1.1.4. A description of the method for investigating and analyzing the frequency and causes of individual problems and patterns of problems;
 - 3.1.1.5. A description of the methods for taking corrective action to address the problems, including prevention and minimizing problems or risks;
 - 3.1.1.6. A description of the method for the follow-up of corrective action to determine the effectiveness of such action;
 - 3.1.1.7. A description of the method for coordinating all pertinent case, problem, or risk review information with other applicable quality assurance and/or risk management activities, such as procedures for granting staff or clinical privileges; review of patient or resident care; review of staff or employee conduct; the patient grievance system; and education and training programs;

- 3.1.1.8. Documentation of required quality management activities, including cases, problems, or risks identified for review; findings of investigations; and any actions taken to address problems or risks; and
- 3.1.1.9. A schedule for program implementation not to exceed 90 days after the date of the initial survey.
- 3.1.2. A health care entity's quality management program shall be considered approved if the Department does not cite any deficient practice related to it. If the Department finds that a quality management program does not meet the requirements of these regulations, the Department shall inform the facility in writing of the deficiency of the quality management program and request or direct a plan of correction in accordance with Section 2.11.4(B) of this Chapter 2. A finding of deficient practice and submittal of a plan of correction will not affect the confidentiality and immunity applicable to quality management activities under Section 25-3-109, C.R.S.
- 3.1.3. If a health care entity has a quality management program that complies with the quality standards of a Medicare deemed status accrediting organization, Medicare conditions of participation or Medicare conditions for coverage, as applicable, it shall not be required to develop a separate state quality management program as long as the entity can show that its program includes the elements in Section 3.1.1.
- 3.1.4. The Department may audit a licensee's quality management program to determine its compliance with this Section 3.1.
 - 3.1.4.1. If the Department determines that an investigation of any incident or patient or resident outcome is necessary, it may, unless otherwise prohibited by law, investigate and review relevant documents to determine actions taken by the facility.
- 3.2. OCCURRENCE REPORTING. Notwithstanding any other reporting required by state law or regulation, each health care entity licensed pursuant to 25-1.5-103 shall report to the Department the occurrences specified at 25-1-124 (2) C.R.S.
 - 3.2.1. The following occurrences shall be reported to the department in the format required by the Department by the next business day after the occurrence or the health care entity becomes aware of the occurrence:
 - 3.2.1.1. Any occurrence that results in the death of a patient or resident of the health care entity and is required to be reported to the coroner pursuant to section 30-10-606, C.R.S., as arising from an unexplained cause or under suspicious circumstances;
 - 3.2.1.2. Any occurrence that results in any of the following serious injuries to a patient or resident:
 - 3.2.1.2.1. Brain or spinal cord injuries;
 - 3.2.1.2.2. Life-threatening complications of anesthesia or life-threatening transfusion errors or reactions;
 - 3.2.1.2.3. Second or third degree burns involving twenty percent or more the body surface area of an adult patient or resident or fifteen percent or more of the body surface area of a child patient or resident;
 - 3.2.1.3. Any time that a resident or patient of the health care entity cannot be located following a search of the health care entity, the health care entity grounds, and the area surrounding the health care entity and there are circumstances that place the resident's health, safety, or welfare at risk or, regardless of whether such circumstances exist, the patient or resident has been missing for eight hours;
 - 3.2.1.4. Any occurrence involving physical, sexual, or verbal abuse of a patient or resident, as described in sections 18-3-202, 18-3-203, 18-3-204, 18-3-206, 18-3-402, 18-3-403, 18-3-404, or 18-3-405, C.R.S., by

- another patient or resident, an employee of the health care entity or a visitor to the health care entity;
- 3.2.1.5. Any occurrence involving neglect of a patient or resident, as described in section 26-3.1-101(7)(b) C.R.S.
 - 3.2.1.6. Any occurrence involving misappropriation of a patient's or resident's property. For purposes of this paragraph, "misappropriation of a patient's or resident's property" means a pattern of or deliberately misplacing, exploiting, or wrongfully using, either temporarily or permanently, a patient's or resident's belongings or money without the patient's or resident's consent;
 - 3.2.1.7. Any occurrence in which drugs intended for use by patients or residents are diverted to use by other persons; and
 - 3.2.1.8. Any occurrence involving the malfunction or intentional or accidental misuse of patient or resident care equipment that occurs during treatment or diagnosis of a patient or resident and that significantly adversely affects or if not averted would have significantly adversely affected a patient or resident of the health care entity.
- 3.2.2. Any reports submitted shall be strictly confidential in accordance with and pursuant to 25- 1-124 (4),(5), and (6) C.R.S.
 - 3.2.3. (not used)
 - 3.2.4. The department may request further oral reports or a written report of the occurrence if it determines a report is necessary for the department's further investigation.
 - 3.2.5. Every health care entity shall have a policy that defines the deaths reportable to the local county coroner under 30-10-606(1), C.R.S. (1977) and that is consistent with the local coroner's reporting policy.
 - 3.2.6. Every health care entity shall have a policy for requiring its employees to report occurrences to it.
 - 3.2.7. No health care entity or officer or employee thereof shall discharge or in any manner discriminate or retaliate against any patient or resident of a health care entity, relative or sponsor thereof, employee of the health care entity, or any other person because such person, relative, legal representative, sponsor, or employee has made in good faith or is about to make in good faith, a report pursuant to this section 3.2 or has provided in good faith or is about to provide in good faith evidence in any proceeding or investigation relating to any occurrence required to be reported by a health care entity.
 - 3.2.8. The department shall investigate all reports made to it under this part, and make a summary report.
 - 3.2.8.1. Such report shall include: (a) a summary of finding(s) including the department's conclusion(s); (b) whether any violation of licensing standards was noted or whether a deficiency notice was issued; (c) whether the health care entity acted appropriately in response to the occurrence, and (d) if the investigation was not conducted on site, how the investigation was conducted.
 - 3.2.8.2. A summary report shall not identify a patient, resident or health care professional.
 - 3.2.8.3. In response to an inquiry, the department may confirm that it has obtained a report concerning the occurrence and that an investigation is pending.
 - 3.2.8.4. Prior to releasing a summary report that identifies a health care entity, the department shall notify the health care entity and provide to it a copy of the summary report. The health care entity shall be allowed seven days to review, comment, and verify such information. If immediate release of information is necessary and the department cannot provide at

least prior oral notice to the health care entity identified, it shall provide notice as soon as reasonably possible and shall explain why it could not provide prior notice.

- 3.2.9. Nothing in this part 3 shall be construed to limit or modify any statutory or common law right, privilege, confidentiality or immunity.
- 3.2.10. Nothing in this part shall affect a person's access to his or her medical record as provided in section 25-1-801, nor shall it affect the right of a family member or any other person to obtain medical record information upon the consent of the patient or his/her authorized representative.

3.3. PALLIATIVE CARE STANDARDS

- 3.3.1. If palliative care is provided within a licensed healthcare entity, the licensee shall have written policies and procedures for the comprehensive delivery of these services. For each patient receiving palliative care, there shall be documentation in the plan of care regarding evaluation of the patient and what services will be provided. The licensee's policies and procedures shall address the following elements of palliative care and how they will be provided and documented:
 - 3.3.1.1. Assessment and management of the patient's pain and other distressing symptoms; and
 - 3.3.1.2. Goals of care and advance care planning; and
 - 3.3.1.3. Provision of, or access to, services to meet the psychosocial and spiritual needs of the patient and family; and
 - 3.3.1.4. Provision of, or access to, a support system to help the family cope during the patient's illness, and
 - 3.3.1.5. As indicated, the need for bereavement support for families by providing resources or referral.

4. WAIVER OF REGULATIONS FOR HEALTH CARE ENTITIES

4.1. Statutory Authority, Applicability and Scope

- 4.1.1. This Part 4 is promulgated by the State Board of Health pursuant to Section 25-1- 108(l)(c), C.R.S., in accordance with the general licensing authority of the Department as set forth in Section 25-1.5-103, C.R.S.
- 4.1.2. This Part 4 applies to health facilities licensed by the Department and establishes procedures with respect to waiver of regulations relating to state licensing and federal certification of health facilities.
- 4.1.3. Nothing contained in these provisions abrogates the applicant's obligation to meet minimum requirements under local safety, fire, electrical, building, zoning, and similar codes.
- 4.1.4. Nothing herein shall be deemed to authorize a waiver of any statutory requirement under state or federal law, except to the extent permitted therein.
- 4.1.5. It is the policy of the State Board of Health and the Department that every licensed health care entity complies in all respects with applicable regulations. Upon application to the Department, a waiver may be granted in accordance with this Part 4, generally for a limited term. Absent the existence of a current waiver issued pursuant to this part, health care entities are expected to comply at all times with all applicable regulations.

4.2. Definitions For This Part 4

- 4.2.1. "Applicant" means a current health care entity licensee, or an applicant for federal certification or for an initial license to operate a health care entity in the state of Colorado.
- 4.2.2. "Board" means the State Board of Health.
- 4.2.3. "Department" means the Colorado Department of Public Health and Environment.
- 4.2.4. "Health Care Entity" means a health facility or agency licensed pursuant to Sections 25- 1.5-103 and 25-3-102, C.R.S., and/or certified pursuant to federal regulations to participate in a federally funded health care program.

- 4.2.5. "Regulation(s)" means:
 - 4.2.5.1. Any state regulation promulgated by the Board relating to standards for operation or licensure of a health care entity, or
 - 4.2.5.2. Any federal regulation pertaining to certification of a care entity, but only when final authority for waiver of such federal regulation is vested in the Department. "Regulation(s)" includes the terms "standard(s)" and "rule(s)."
- 4.3. Application Procedure
 - 4.3.1. General waiver applications shall be submitted to the Department on the form and in the manner required by the Department.
 - 4.3.1.1. Only one regulation per waiver application will be considered.
 - 4.3.1.2. The applicant shall provide the Department such information and documentation as the Department may require to validate the conditions under which the waiver is being sought.
 - 4.3.1.3. The application must include the applicant's name and specify the regulation that is the subject of the application, identified by its citation.
 - 4.3.1.4. The application must be signed by an authorized representative of the applicant, who shall be the primary contact person for the Department and the individual responsible for ensuring that accurate and complete information is provided to the Department.
 - 4.3.2. At a minimum, each waiver application shall include the following:
 - 4.3.2.1. A copy of the notice required to be posted pursuant to Section 4.103(4);
 - 4.3.2.2. If the waiver application pertains to physical plant issues that affect the health and/or environment of the residents or patients, schematic drawings of the areas affected and a description of the effect of the requested waiver on the total health care entity;
 - 4.3.2.3. A description of the programs or services offered by the health care entity that are anticipated to be affected by the waiver;
 - 4.3.2.4. A description of the number of residents or patients in the health care entity and the level of care they require;
 - 4.3.2.5. A description of the nature and extent of the applicant's efforts to comply with the Regulation;
 - 4.3.2.6. An explanation of the applicant's proposed alternative(s) to meet the intent of the regulation that is the subject of the waiver application;
 - 4.3.2.7. An explanation of why granting the waiver would not adversely affect the health, safety or welfare of the health care entity's residents or patients;
 - 4.3.2.8. If the waiver is being sought for state regulation, a description of how any applicable federal regulation similar to the state regulation for which the waiver is sought (if any) is being met.
 - 4.3.3. A waiver application shall address the following matters, to the extent applicable or relevant:
 - 4.3.3.1. Staffing considerations, such as staff/resident or patient ratios, staffing patterns, scope of staff training, and cost of extra or alternate staffing;
 - 4.3.3.2. The location and number of ambulatory and non-ambulatory residents or patients;
 - 4.3.3.3. The decision-making capacity of the residents or patients;
 - 4.3.3.4. Recommendations of attending physicians and other care-givers;
 - 4.3.3.5. The extent and duration of the disruption of normal use of resident or patient areas to bring the health care entity into compliance with the regulation;
 - 4.3.3.6. Financial factors, including but not limited to:
 - 4.3.3.6.1. The estimated cost of complying with the regulation, including capital expenditures and any other associated costs, such as moving residents or patients;

- 4.3.3.6.2. How application of the regulation would create a demonstrated financial hardship on the health care entity that would jeopardize its ability to deliver necessary health care services to residents or patients;
 - 4.3.3.6.3. The availability of financing to implement the regulation, including financing costs, repayment requirements, if any, and any financing or operating restrictions that may impede delivery of health care to residents or patients; and
 - 4.3.3.6.4. The potential increase in the cost of care to residents or patients as a result of implementation of the regulation.
 - 4.3.3.7. Why waiver of the regulation is necessary for specific health care entity programs to meet specific patient or resident needs, and why other patient or resident needs are not thereby jeopardized.
 - 4.3.4. Notice and Opportunity to Comment on Application
 - 4.3.4.1. No later than the date of submitting the waiver application to the Department, the applicant shall post written notice of the application for thirty (30) days at all public entrances to the health care entity, as well as in at least one area commonly used by patients or residents, such as a waiting room, lounge, or dining room. Applicants that do not provide services on their own licensed premises, such as home care agencies and hospices, shall instead provide such written notice directly to patients. The notice shall be dated and include that an application for a waiver has been made, a meaningful description of the substance of the waiver, and that a copy of the waiver shall be provided by the health care entity upon request.
 - 4.3.4.2. The notice must also indicate that any person interested in commenting on the waiver application may forward written comments directly to the Department at the following address:

**CDPHE - HFD, A2 - Waiver Program 4300 Cherry Creek Drive South
C1 Denver, CO 80246.**
 - 4.3.4.3. The notice must specify that written comments from interested persons must be submitted to the Department within thirty (30) calendar days of the date the notice is posted by the applicant, and that persons wishing to be notified of the Department's action on the waiver application may submit to the Department at the above address a written request for notification and a self-addressed stamped envelope.
- 4.4. Department Action Regarding Waiver Application
 - 4.4.1. General

Upon an applicant's submission of a completed waiver application to the Department, a waiver of a particular regulation with respect to a health care entity may be granted in accordance with this Part 4.
 - 4.4.2. Decision on Waiver Application
 - 4.4.2.1. In acting on a waiver application, the Department shall consider:
 - 4.4.2.1.1. The information submitted by the applicant;
 - 4.4.2.1.2. The information timely submitted by interested persons, pursuant to Section 4.103 (4); and
 - 4.4.2.1.3. Whether granting the waiver would adversely affect the health safety or welfare of the health care entity's residents or patients.
 - 4.4.2.2. In making its determination, the Department may also consider any other information it deems relevant, including but not limited to occurrence and complaint investigation reports, and licensure or certification survey

- reports and findings related to the health care entity and/or the operator or owner thereof.
- 4.4.2.3. The Department shall act on a waiver application within ninety (90) calendar days of receipt of the completed application. An application shall not be deemed complete until such time as the applicant has provided all information and documentation requested by the Department.
 - 4.4.3. Terms and conditions of the waiver. The Department may specify' terms and conditions under which any waiver is granted, which terms and conditions must be met in order for the waiver to remain effective.
 - 4.5. Termination, Expiration and Revocation of Waiver
 - 4.5.1. General. The term for which each waiver granted will remain effective shall be specified at the time of issuance.
 - 4.5.1.1. The term of any waiver shall not exceed any time limit set forth in applicable state or federal law.
 - 4.5.1.2. At any time, upon reasonable cause, the Department may review any existing waiver to ensure that the terms and conditions of the waiver are being observed, and/or that the continued existence of the waiver is otherwise appropriate.
 - 4.5.1.3. Within thirty (30) calendar days of the termination, expiration or revocation of a waiver, the applicant shall submit to the Department an attestation, in the form required by the Department, of compliance with the regulation to which the waiver pertained.
 - 4.5.2. Termination
 - 4.5.2.1. Change of Ownership. A waiver shall automatically terminate upon a change of ownership of the health care entity, as defined in Section 2.7 of Part 2, Chapter II of these regulations. However, to prevent such automatic termination, the prospective new owner may submit a waiver application to the Department prior to the effective date of the change of ownership. Provided the Department receives the new application by this date, the waiver will be deemed to remain effective until such time as the Department acts on the application.
 - 4.5.3. Expiration
 - 4.5.3.1. Except as otherwise provided in this Part 4, no waiver shall be granted for a term that exceeds one year from the date of issuance.
 - 4.5.3.2. If an applicant wishes to maintain a waiver beyond the stated term, it must submit a new waiver application to the Department not less than ninety (90) calendar days prior to the expiration of the current term of the waiver.
 - 4.5.4. Revocation
 - 4.5.4.1. Notwithstanding anything in this Pan 4 to the contrary, the Department may revoke a waiver if it determines that:
 - 4.5.4.1.1. The waiver's continuation jeopardizes the health, safety, or welfare of residents or patients;
 - 4.5.4.1.2. The applicant has provided false or misleading information in the waiver application;
 - 4.5.4.1.3. The applicant has failed to comply with the terms and conditions of the waiver;
 - 4.5.4.1.4. The conditions under which a waiver was granted no longer exist or have changed materially; or
 - 4.5.4.1.5. A change in a federal or state law or regulation prohibits, or is inconsistent with, the continuation of the waiver.

- 4.5.4.2. Notice of the revocation of a waiver shall be provided to the applicant in accordance with the Colorado Administrative Procedures Act, Section 24-4-101 et seq., C.R.S.
 - 4.6. Appeal Rights
 - 4.6.1. An Applicant may appeal the decision of the Department or the Board regarding a waiver application or revocation as provided in the Colorado Administrative Procedures Act, Section 24-4-101 et seq., C.R.S.
 5. ACCESS TO PATIENT MEDICAL RECORDS

It is the intent of the legislature and these regulations that persons who have been treated by health care facilities or individual providers have access to their medical records in order to take more complete responsibility for their own health and to improve their communication with health care providers.

 - 5.1. DEFINITIONS
 - 5.1.1. PATIENT - A patient is any individual admitted to or treated in a health facility defined in 5.2 or treated by any of the providers defined in 5.3.
 - 5.1.2. PATIENT RECORD - A patient record is a documentation of services pertaining to medical and health care that are performed at the direction of a physician or other licensed health care provider on behalf of the patient by physicians/dentists, nurses, technicians and other health care personnel. Patient records include such diagnostic documentation as X-rays and EKG's. Patient records do not include doctors' office notes, which are the notes by a physician of observations about the patient made while the patient is in a non-hospital setting and maintained in the physician's office
 - 5.1.3. ATTENDING HEALTH CARE PROVIDER - An attending health care provider is the physician currently or most recently responsible for coordinating the patient's care in a facility, or in the case of outpatient services, is the custodian of the record of the outpatient service. If the attending health care provider is deceased or unavailable, the current custodian of the record shall designate a substitute attending health care provider for purposes of compliance with these regulations.
 - 5.1.4. DESIGNATED REPRESENTATIVE - A designated representative of a patient or attending health care provider is a person so authorized in writing or by court order to act on behalf of the patient or attending health care provider. In the case of a deceased patient, the personal representative or, if none has been appointed, heirs shall be deemed to be designated representatives of the patient.
 - 5.2. HEALTH CARE ENTITY RECORDS
 - 5.2.1. Except as hereinafter provided, patient records in the custody of health care entities required to be certified under Section 25-1.5-103 (1)(II) or licensed under Part 1 of Article 3 of Title 25 of the C.R.S. shall be available to a patient or his/her designated representative through the attending health care provider or his/her designated representative at reasonable times and upon reasonable notice.
 - 5.2.2. Inpatient Records
 - 5.2.2.1. While an inpatient in a facility described in 5.2.1, a person may inspect his/her patient record within a reasonable time, which should normally not exceed 24 hours of request (excluding weekends and holidays). The patient or designated representative shall sign and date the request. The attending health care provider or his/her designated representative shall acknowledge in writing the patient's or representative's request. After inspection, the patient or designated representative shall sign and date the patient record to acknowledge inspection.
 - 5.2.2.2. The patient or designated representative shall not be charged for inspection.
 - 5.2.2.3. If the attending health care provider feels that any portion of the patient record pertaining to psychiatric or psychological problems or any doctor's

notes would have a significant negative psychological impact upon the patient, the attending health care provider shall so indicate on his/her acknowledgment of the patient's or representative's request to inspect the patient record. The attending health care provider or his/her designated representative shall so inform the patient or representative within a reasonable time, normally not to exceed 24 hours, excluding holidays and weekends. The facility shall permit inspection of the remaining portions of the patient record. The portion of the patient record pertaining to psychiatric or psychological problems or doctor's notes may then be withheld from the patient or representative until completion of the treatment program, if in the opinion of an independent third party who is a licensed physician practicing psychiatry, the portion of the record would have a significant negative psychological impact upon the patient. The Department of Public Health and Environment, upon request of either the patient or the attending health care provider, shall identify an independent third party psychiatrist to review the record and render a final decision.

If the record or a portion thereof pertaining to psychiatric or psychological problems or doctor's note having a significant negative psychological impact is withheld from the patient, a summary thereof prepared by the attending health care provider may be available following termination of the treatment program, upon written, signed and dated request by the patient or his/her designated representative, without the necessity of further consultation with an independent third party.

- 5.2.2.4. A statement setting forth the requirements of 5.2 of these regulations, the facility's procedures for obtaining records, and the right to appeal grievances regarding access to records to the Department of Public Health and Environment shall be posted in conspicuous public places on the premises and made available to each patient upon admission to the facility.

5.2.3. Discharged Inpatient Record

- 5.2.3.1. A discharged inpatient or his/her designated representative may inspect or obtain a copy of his/her record after submitting a signed and dated request to the facility. The attending health care provider or his/her designated representative shall acknowledge in writing the patient's or representative's request. After inspection, the patient or designated representative shall sign and date the record to acknowledge inspection.
- 5.2.3.2. The facility shall make a copy of the record available or make the record available for inspection within a reasonable time, from the date of the signed request, normally not to exceed ten days, excluding weekends and holidays, unless the attending health care provider or designated representative is unavailable to acknowledge the request, in which case the facility shall so inform the patient and provide the patient record as soon as possible.
- 5.2.3.3. Discharged patients or their representatives shall not be charged for inspection of patient records.
- 5.2.3.4. Reserved.
- 5.2.3.5. If the patient or the patient's designated representative so approves, the facility may supply a written interpretation by the attending health care provider or his/her designated representative of records, such as X-rays, which cannot be reproduced without special equipment. If the requestor prefers to obtain a copy of such records, he/she must pay the actual cost of such reproduction.

- 5.2.3.6. If the attending health care provider feels that any portion of the patient record pertaining to psychiatric or psychological problems or any doctor's notes would have a significant negative psychological impact upon the patient, the attending health care provider shall so indicate on his/her acknowledgment of the patient's or representative's request to inspect or obtain a copy of the patient's record. The attending health care provider or his/her designated representative shall so inform the patient or representative within a reasonable time of the date of the request, normally not to exceed five days, excluding weekends and holidays. The facility shall permit inspection or provide a copy of the remaining portion of the record within that time. The portion of the patient record pertaining to psychiatric or psychological problems may then be withheld from the patient or representative until completion of the treatment program if, in the opinion of an independent third party who is a licensed physician practicing psychiatry, the portion of the patient record would have a significant negative psychological impact upon the patient. The Department of Public Health and Environment, upon request of either the patient or the attending health care provider, shall identify an independent third party psychiatrist to review the record and render a final decision.

If the patient record or a portion thereof pertaining to psychiatric or psychological problems or doctor's note having a significant negative psychological impact is withheld from the patient, a summary thereof prepared by the attending health care provider may be available following termination of the treatment program, upon written, signed and dated request by the patient or his/her designated representative, without the necessity of further consultation with an independent third party.

- 5.2.4. Nothing in this section shall apply to any nursing facility conducted by or for the adherents of any well-recognized church or religious denomination for the purpose of providing facilities for the care and treatment of the sick who depend exclusively upon spiritual means through prayer for healing and the practice of the religion of such church or denomination.
- 5.2.5. EMERGENCY ROOM RECORDS. Patient records in the custody of emergency rooms of facilities described in 5.2.1 shall be available to patients or their designated representatives in the same manner as inpatient or discharged inpatient records.
- 5.2.6. If any changes/corrections, deletions, or other modifications are made to any portion of a patient record, the person must note in the record the date, time, nature, reason, correction, deletion, or other modification, his/her name and the name of a witness, to the change, correction, deletion or other modification.
- 5.3. RESERVED
- 5.4. EFFECT OF THIS PART 5 ON SIMILAR RIGHTS OF A PATIENT
- 5.4.1. Nothing in this Part 5 shall be construed so as to limit the right of a patient or the patient's designated representative to inspect patient records, including the patient's medical or psychological data pursuant to section 24-72-204 (3) (a)(I), C.R.S.
- 5.4.2. Nothing in this Part 5 shall be construed to require a person responsible for the diagnosis or treatment of venereal diseases or addiction to or use of drugs in the case of minors, pursuant to sections 25-4-402(4) and 13-22-102, C.R.S to release patient records of such diagnosis or treatment to a parent, guardian, or person other than the minor of his designated representative.

- 5.4.3. Nothing in this Part 5 shall be construed to waive the responsibility of a custodian of medical records in facilities to maintain confidentiality of those records in its possession.
6. PATIENT RIGHTS
 - 6.1. STATUTORY AUTHORITY AND APPLICABILITY
 - 6.1.1. Authority to establish minimum standards through regulation and to administer and enforce such regulations is provided by Sections 25-1.5-103 and 25-3-101, et. seq.
 - 6.1.2. Applicability. Subpart 6.100 applies to ambulatory surgical centers, birth centers, chiropractic centers and hospitals, community clinics, community clinics with emergency centers, convalescent centers, dialysis treatment clinics, hospitals and hospital units.
 - 6.2. DEFINITIONS
 - 6.2.1. "Abuse" means the willful infliction of injury, unreasonable confinement, intimidation, or punishment, with resulting physical harm, pain, or mental anguish.
 - 6.2.2. "Admission" means the acceptance of a person as a patient whether on an inpatient or outpatient basis.
 - 6.2.3. "Informed consent" means:
 - 6.2.3.1. an explanation of the nature and purpose of the recommended treatment or procedure in layman's terms and in a form of communication understood by the patient, or the patient's-designated representative;
 - 6.2.3.2. an explanation of the risks and benefits of a treatment or procedure, the probability of success, mortality risks, and serious side effects;
 - 6.2.3.3. an explanation of the alternatives with the risks and benefits of these alternatives;
 - 6.2.3.4. an explanation of the risks and benefits if no treatment is pursued;
 - 6.2.3.5. an explanation of the recuperative period which includes a discussion of anticipated problems; and
 - 6.2.3.6. an explanation that the patient, or the patient's designated representative, is free to withdraw his or her consent and to discontinue participation in the treatment regimen.
 - 6.2.4. "Department" means the Colorado Department of Public Health and Environment, unless the context dictates otherwise.
 - 6.2.5. "Licensed independent practitioner" means an individual permitted by law and the facility to independently diagnose, initiate, alter or terminate health care treatment within the scope of his or her license.
 - 6.2.6. "Financial interest" means direct or indirect ownership of 5 percent or more of the capital, stock or property.
 - 6.2.7. "Neglect" means the failure to provide goods and services necessary to attain and maintain physical and mental well-being.
 - 6.2.8. "Patient" means a person accepted on either an inpatient or outpatient basis. Where a patient is incompetent or unable to act on his or her own behalf, such interest devolves on the patient designated representative or next of kin, if possible.
 - 6.2.9. "Patient designated representative" is a person authorized to act on behalf of the patient by state law, by court order or in writing in accordance with the policies and procedures of the facility.
 - 6.2.10. "Restraint" means a physical, mechanical or chemical restraint that immobilizes or reduces the ability of the patient to move his or her arms, legs, head or body freely. Methods typically used for medical-surgical care shall not be considered restraints, such as: the use of bandages and orthopedically prescribed devices, the use of a required device to limit mobility during a medical procedure, or the use of a drug when it is part of a standard treatment or dosage for the patient's

condition. For the purposes of this definition, physical restraints used for fall prevention (including but not limited to raised bed rails) shall not be considered methods typically used for medical surgical care.

- 6.3. DEPARTMENT OVERSIGHT. This Section 6.103 applies only to health care entities having in excess of fifty (50) beds. The Department shall approve the patient rights policy of applicable health care entities prior to issuance of an initial or renewal license in accordance with Section 25-1-121, C.R.S. The facility shall submit the policy in the manner prescribed by the Department.

6.4. PATIENT RIGHTS POLICY

- 6.4.1. The health care entity shall develop and implement a policy regarding patient rights. The policy shall ensure that each patient or, where appropriate, patient designated representative has the right to:
- 6.4.1.1. participate in all decisions involving the patient's care or treatment;
 - 6.4.1.2. be informed about whether the health care entity is participating in teaching programs, and to provide informed consent prior to being included in any clinical trials relating to the patient's care.
 - 6.4.1.3. refuse any drug, test, procedure, or treatment and to be informed of risks and benefits of this action;
 - 6.4.1.4. to care and treatment, in compliance with state statute, that is respectful, recognizes a person's dignity, cultural values and religious beliefs, and provides for personal privacy to the extent possible during the course of treatment;
 - 6.4.1.5. know the names, professional status, and experience of the staff that are providing care or treatment to the patient;
 - 6.4.1.6. receive, upon request:
 - 6.4.1.6.1. prior to initiation of care or treatment, the estimated average charge to the patient for non-emergent care. This includes reasonable assistance with determining the charges which may include deductibles and co-payments that would not be covered by a third-party payer based on the coverage information supplied by the patient or patient designated representative. In discharging its responsibility hereunder, a health care entity may provide the estimated charge for an average patient with a similar diagnosis and inform the patient or the patient designated representative that there are variables that may alter the estimated charge.
 - 6.4.1.6.2. the health care entity's general billing procedures.
 - 6.4.1.6.3. an itemized bill that identifies treatment and services by date. The itemized bill shall enable patients to validate the charges for items and services provided and shall include contact information, including a telephone number for patient billing inquiries. The itemized bill shall be made available either within 10 business days of the request, or 30 days after discharge for inpatients, or 30 days after the service is rendered for outpatients – whichever is later.
 - 6.4.1.7. give informed consent for all treatment and procedures. It is the responsibility of the licensed independent practitioner and other health professionals to obtain informed consent for procedures that they provide to the patient.
 - 6.4.1.8. register complaints with the health care entity and the Department and to be informed of the procedures for registering complaints including contact information.
 - 6.4.1.9. be free of abuse and neglect. To effectuate this patient right, the health care entity shall develop and implement policies and procedures to

prevent, detect, investigate, and respond to incidents of abuse or neglect. Prevention includes, but is not limited to, adequate staffing to meet the needs of the patients, screening employees for records of abuse and neglect and protecting patients from abuse during investigation of allegations. Detection includes, but is not limited to, establishing a reporting system and training employees regarding identifying, reporting, and intervening in incidences of abuse and neglect. The health care entity shall investigate, in a timely manner, all allegations of abuse or neglect and implement corrective actions in accordance with such investigations.

6.4.1.10. be free of the inappropriate use of restraints. Inappropriate use includes improper application of a restraint or the usage of a restraint as a means of coercion, discipline, convenience, or retaliation by staff. A health care entity that does not use restraints shall include a written statement in their policies and procedures to that effect. A health care entity that does use restraints shall develop and implement policies and procedures regarding:

6.4.1.10.1. the provision of training on the use of restraints.

6.4.1.10.2. ongoing individual patient assessment to determine: when a medical condition or symptom indicates use of restraint to protect the patient or others from harm; the least restrictive intervention; and the discontinuation of the intervention at the earliest possible time.

6.4.1.10.3. documentation of the use of restraint in the patient's medical record.

6.4.1.11. except in emergent situations, patients shall only be accepted for care and services when the facility can meet their identified and reasonable anticipated care, treatment, and service needs.

6.4.1.12. care delivered by the health care entity in accordance with the needs of the patient.

6.4.1.13. confidentiality of medical records.

6.4.1.14. receive care in a safe setting.

6.4.1.15. disclosure as to whether referrals to other providers are entities in which the health care entity has a financial interest.

6.4.1.16. to formulate advance directives and have the health care entity comply with such directives, as applicable and in compliance with applicable state statute.

6.4.2. The health care entity shall disclose the policy regarding patient rights prior to treatment or upon admission, where possible. For any patient care or treatment course requiring multiple patient encounters, disclosure provided at the beginning of such care or treatment course shall meet the intent of the regulations.

6.4.3. Each health care entity shall post a clear and unambiguous notice in a public location in the health care entity specifying that complaints may be registered with the health care entity, the Department, and with the appropriate oversight board at the Department of Regulatory Agencies (DORA). Upon request, the health care entity shall provide the patient and any interested person with contact information for registering complaints.

6.5. Patient Grievance Mechanism

6.5.1. STATUTORY AUTHORITY AND APPLICABILITY

6.5.1.1. Authority to establish minimum standards through regulation and to administer and enforce such regulations is provided by Sections 25-1-121, 25-1.5-103 and 25-3-101, C.R.S., et. seq.

6.5.1.2. Applicability. Subpart 6.200 applies to the following health care entities having in excess of fifty (50) beds: birth centers, chiropractic centers and

hospitals, community clinics with emergency centers, convalescent centers, hospitals and hospital units. This Subpart 6.200 does not apply to billing disputes other than those that pertain to the rights established in Chapter II, Subpart 6.100, Section 6.104 (1)(f).

6.5.2. DEFINITIONS

- 6.5.2.1. "Admission" means the acceptance of a person as a patient whether on an inpatient or outpatient basis.
- 6.5.2.2. "Administrative officer" means the person appointed by the governing body who is responsible for the day-to-day management of the health care entity.
- 6.5.2.3. "Patient" means a person accepted on either an inpatient or outpatient basis. Unless the context dictates otherwise, where a patient is incompetent or unable to act on his or her own behalf, such interest devolves on the next of kin or patient designated representative, if possible.
- 6.5.2.4. "Patient care advocate" means the person or persons designated by each health care entity to function as the primary contact to receive complaints from patients regarding health care entity services.
- 6.5.2.5. "Patient designated representative" is a person authorized to act on behalf of the patient by state law, by court order or in writing in accordance with the policies and procedures of the health care entity.
- 6.5.2.6. "Grievance mechanism" means the process whereby complaints by patients may be initiated and resolved by the health care entity.

- 6.6. DEPARTMENT OVERSIGHT. The department shall approve the patient grievance mechanism plan prior to issuance of an initial or renewal license. The health care entity shall submit the plan in the manner prescribed by the department.

6.7. PATIENT GRIEVANCE MECHANISM

- 6.7.1. Patient Grievance Mechanism Plan. The health care entity shall develop and implement a patient grievance mechanism plan that shall include but not be limited to the following:
- 6.7.1.1. a patient care advocate that serves as a liaison between the patient and the health care entity. The plan shall describe:
 - 6.7.1.1.1. the qualifications, job description, and level of decision-making authority of the patient care advocate.
 - 6.7.1.1.2. how each patient will be made aware of the patient grievance mechanism and how the patient care advocate may be contacted.
 - 6.7.1.2. Patient grievance procedure. The health care entity shall implement a grievance procedure with, at minimum, the following components:
 - 6.7.1.2.1. the ability for patients to submit grievances 24 hours per day, either orally or in writing, to a health care entity staff member. If the grievance is submitted to a staff member other than the patient care advocate, the staff member shall submit the grievance to the patient care advocate by the next working day.
 - 6.7.1.2.2. The patient care advocate shall contact the patient within three (3) working days of receipt of the grievance to acknowledge receipt of such grievance.
 - 6.7.1.2.3. The patient care advocate shall investigate the grievance and respond to the patient in writing within fifteen (15) working days of the submittal of the grievance.
 - 6.7.1.2.4. If the patient is dissatisfied with the report of the patient care advocate, the patient shall be informed that upon request, the patient care advocate will either:

- 6.7.1.2.4.1. forward the grievance and the health care entity findings in writing to the department; or
 - 6.7.1.2.4.2. forward the grievance to the administrative officer or such officer's designee.
 - 6.7.1.2.5. Within ten (10) working days of receiving the forwarded grievance, the administrative officer or such officer's designee shall investigate the grievance and report findings in writing to the patient. If the patient is dissatisfied with the report of the administrative officer or such officer's designee, the patient shall be informed that upon request, the patient care advocate will refer the grievance and the health care entity findings in writing to the department, and that the patient may register the grievance directly with the department.
 - 6.7.1.3. A means to inform the patient regarding how to lodge a grievance and that the health care entity encourages patients to speak out and to present grievances without fear of retribution.
 - 6.7.1.4. A requirement that new employees will be trained regarding the grievance mechanism plan and that all staff with direct patient contact will be briefed at least annually regarding the plan.
 - 6.7.1.5. How patients will be informed that interpretation and translation needs are available regarding the grievance procedure for patients unable to understand or read English and how language assistance services will be provided.
- 7. MEDICATIONS, MEDICAL DEVICES, AND MEDICAL SUPPLIES
 - 7.1. USE OF REPROCESSED SINGLE USE MEDICAL DEVICES
 - 7.1.1. STATUTORY AUTHORITY AND APPLICABILITY
 - 7.1.1.1. Authority to establish minimum standards through regulation and to administer and enforce such regulations is provided in Sections 25-1.5-103 and 25-3-101, C.R.S.
 - 7.1.1.2. This Subpart 7.100 applies to all health care entities; however, this part does not apply to dialyzer regeneration.
 - 7.1.2. DEFINITIONS
 - 7.1.2.1. "Health care entity" means a health facility or agency that is required to obtain a license from the Department pursuant to Sections 25-1.5-103 and 25-3-101, C.R.S.
 - 7.1.2.2. "Reprocessed single use device" means a single use device that has previously been used on a patient and has been subjected to additional processing and manufacturing for the purpose of an additional single use on a patient.
 - 7.1.2.3. "Reprocessor" means a medical device manufacturer who cleans, sterilizes and performance tests single use devices that have been previously used on a patient.
 - 7.1.2.4. "Single use device" means a device intended for one use on a single patient during a single procedure.
 - 7.1.3. USE OF REPROCESSED SINGLE USE DEVICES
 - 7.1.3.1. A health care entity may use a reprocessed single use device:
 - 7.1.3.1.1. obtained from a reprocessor registered with the U.S. Food and Drug Administration (FDA) and in compliance with FDA regulations, including but not limited to, standards regarding the validation of infection control procedures and product integrity for the reprocessed single use device. The health care entity shall make available, upon department request, documentation evidencing reprocessor compliance with FDA regulations.

- 7.1.3.1.2. for which the number of times the device has been subjected to reprocessing is tracked when such data is relevant to ensuring optimal product function.
- 7.2. DONATION OF UNUSED MEDICATIONS, MEDICAL DEVICES AND MEDICAL SUPPLIES
 - 7.2.1. STATUTORY AUTHORITY AND APPLICABILITY
 - 7.2.1.1. Authority to establish minimum standards through regulation and to administer and enforce such regulations is provided by Sections 25-1.5-103 and 25-3-101, C.R.S.
 - 7.2.1.2. APPLICABILITY
 - 7.2.1.2.1. This Subpart 7.200 applies to medications, medical devices and medical supplies donated by the patient, resident or his or her next of kin to the following health care entities: acute treatment units, assisted living residences, community mental health centers, community residential homes for persons with developmental disabilities, intermediate care facilities for the developmentally disabled, hospices, hospitals (including general hospitals, psychiatric hospitals, maternity hospitals and rehabilitation centers), hospital units and long term care facilities.
 - 7.2.1.2.2. Notwithstanding Section 7.201 (2)(a), this Subpart 7.200 does not apply to items donated:
 - 7.2.1.2.2.1. by the patient, resident, or his or her next of kin directly to a pharmacist employed or contracted by the health care entity subject to 3 CCR 719-1, Section 3.00.80.
 - 7.2.1.2.2.2. the Cancer Drug Repository Program established pursuant to Section 25-35-101, et seq. C.R.S and 6 CCR 1015-10.
 - 7.2.2. DEFINITIONS. For the purposes of this Subpart 7.200, the following definitions apply:
 - 7.2.2.1. "Customized patient medication package" means a package prepared and dispensed by a pharmacist that contains two or more different drugs.
 - 7.2.2.2. "Donor" means a patient, resident or a patient's or resident's next of kin who donates unused medications, medical devices or medical supplies.
 - 7.2.2.3. "Licensed facility" means a hospital, hospital unit, community mental health center, acute treatment unit, hospice, nursing care facility, assisted living residence, or any other facility that is required to be licensed pursuant to Section 25-3-101, C.R.S., or a licensed long- term care facility as defined in Section 25-1-124(2.5)(b), C.R.S.
 - 7.2.2.4. "Medication" means a prescription that is not a controlled substance.
 - 7.2.2.5. "Medical device" means an instrument, apparatus, implement, machine, contrivance, implant, or similar or related article that is required to be labeled pursuant to 21 CFR Part 801.
 - 7.2.2.6. "Medical supply" means a consumable supply item that is disposable and not intended for reuse.
 - 7.2.2.7. "Person legally authorized to dispense medications" means, in accordance with Section 12-22-121 (6)(a), C.R.S., a pharmacist or a practitioner authorized to prescribe medications.
 - 7.2.2.8. "Pharmacist" means a pharmacist licensed in the State of Colorado.
 - 7.2.2.9. "Relief agency" means a nonprofit entity that has the express purpose of providing medications, medical devices, or medical supplies for relief victims who are in urgent need as a result of natural or other types of disasters.

7.2.2.10. "Unused item" means an unused medication, medical device or medical supply.

7.3. ACCEPTING UNUSED ITEMS FROM DONORS

7.3.1. Prior to accepting unused items, the health care entity shall have documented evidence that the patient, resident or his or her next of kin consented to the donation of the items. The health care entity shall maintain such documentation for two years after the unused item was donated.

7.3.2. Items Eligible for Donation. As applicable, a health care entity shall only accept unused items that meet the following criteria:

7.3.2.1. items intended for use within the health care entity by the patient or resident.

7.3.2.2. medications packaged as follows:

7.3.2.2.1. if liquid, the vial must be sealed and properly stored.

7.3.2.2.2. individually packaged and the packaging has not been damaged.

7.3.2.2.3. in the original, unopened, sealed and tamper-evident unit dose packaging.

7.3.2.2.4. with labelling that identifies: name and strength of the medication, and in the case of a single dose package, the total number of individual tablets or capsules per dose; the medication's expiration date; the identity of the manufacturer or distributor; and the manufacturer's or distributor's lot number.

7.3.2.2.5. single use disposable devices packaged in the manufacturer's original sealed packaging.

7.3.2.2.6. medications with an expiration date at least six months or more from the date of the donation.

7.3.2.3. Items Not Eligible for Donation. A health care entity shall not accept medications that:

7.3.2.3.1. were dispensed in a traditional brown or amber pill bottles.

7.3.2.3.2. are controlled substances.

7.3.2.3.3. require refrigeration, freezing, or special storage.

7.3.2.3.4. require special registration with the manufacturer.

7.3.2.3.5. are adulterated or misbranded, as determined by the health care entity.

7.3.2.3.6. are dispensed in a customized patient medication package.

7.3.2.3.7. are compounded drugs.

7.3.2.3.8. are packaged by a pharmacist as split tablets or capsules.

7.3.2.4. Policies and Procedures. Health care entities that accept unused items shall develop and implement policies and procedures regarding:

7.3.2.4.1. Storage. Unused items shall be stored:

7.3.2.4.1.1. in a manner that retains the items' medical efficacy as provided for by storage protocols approved by a licensed pharmacist. Such protocols shall be reviewed and approved by a licensed pharmacist at least every three years.

7.3.2.4.1.2. separately from non-donated unused items.

7.3.2.4.2. Inventory control. The health care entity shall:

7.3.2.4.2.1. develop processes for the prevention and detection of diversion of donated unused items that may be illegally sold. When diversion is detected, prompt appropriate corrective measures shall be implemented.

7.3.2.4.2.2. adequately dispose of unused donated items not transferred to a pharmacist or a relief agency.

- 7.3.2.4.3. Transporting unused items. If the health care entity is responsible for transporting unused items, it shall do so in a manner that retains the item's medical efficacy.
 - 7.3.3. TRANSFERRING UNUSED ITEMS FROM THE HEALTH CARE ENTITY
 - 7.3.3.1. A health care entity may transfer unused items to pharmacists or nonprofit relief entities as authorized by Section 12-22-133 (2), C.R.S.
 - 7.3.3.2. The health care entity shall maintain a record, to be retained for two years after the unused item was transferred from the health care entity, of the:
 - 7.3.3.2.1. name of the donor and the date the unused item was donated to the health care entity, as applicable.
 - 7.3.3.2.2. name or a brief description of the unused item.
 - 7.3.3.2.3. quantity of the unused item.
 - 7.3.3.2.4. date the unused item(s) was transferred from the health care entity, to whom it was transferred, and signed receipt by the recipient.
 - 7.3.3.2.5. manner that it transported the unused item and that such transportation retained the item's medical efficacy, as applicable.
 - 7.3.3.3. Upon transfer from the health care entity, unused items shall not include in their labeling any identifying patient or resident information.
- 8. PROTECTION OF PERSONS FROM INVOLUNTARY RESTRAINT
 - 8.1. Statutory Authority and Applicability. This part is promulgated pursuant to Sections 26-20-106 and 26-20-108, C.R.S. This part applies to the use of involuntary restraint in all licensed health care facilities, except under the circumstances described:
 - 8.1.1. for hospitals as provided for in Section 8.103 (l)(a); and
 - 8.1.2. for Medicare/Medicaid certified nursing homes as provided for in Section 8.103 (3).
 - 8.2. Definitions
 - 8.2.1. "Chemical restraint" means giving an individual medication involuntarily for the purpose of restraining that individual; except that "chemical restraint" does not include the involuntary administration of medication pursuant to Section 27-10-111 (4.5), C.R.S., or administration of medication for voluntary or life-saving medical procedures.
 - 8.2.2. "Emergency" means a serious, probable, imminent threat of bodily harm to self or others where there is the present ability to effect such bodily harm.
 - 8.2.3. "Mechanical restraint" means a physical device used to involuntarily restrict the movement of an individual or the movement or normal function of a portion of his or her body.
 - 8.2.4. "Physical restraint" means the use of bodily, physical force to involuntarily limit an individual's freedom of movement; except that "physical restraint" does not include the holding of a child by one adult for the purposes of calming or comforting the child.
 - 8.2.5. "Restraint" means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force, mechanical devices, or chemicals. "Restraint" includes a chemical restraint, a mechanical restraint, a physical restraint, and seclusion.
 - 8.2.6. "Seclusion" means the placement of a person alone in a room from which egress is involuntarily prevented.
 - 8.3. 8.103 Exemptions
 - 8.3.1. "Restraint" does not include:

- 8.3.1.1. The use of any form of restraint in a licensed or certified hospital when such use:
 - 8.3.1.1.1. Is in the context of providing medical or dental services that are provided with the consent of the individual or the individual's guardian. For the purposes of this Section (1)(a) the term "medical services" means the provision of care in a hospital where the primary goal of treatment is treatment of a medical condition as opposed to treatment of a psychiatric disorder, and
 - 8.3.1.1.2. Is in compliance with industry standards adopted by a nationally recognized accrediting body or the conditions of participation adopted for federal Medicare and Medicaid programs;
- 8.3.1.2. The use of protective devices or adaptive devices for providing physical support, prevention of injury, or voluntary or life-saving medical procedures;
- 8.3.1.3. The holding of an individual for less than five minutes by a staff person for protection of the individual or other persons;
- 8.3.1.4. Placement of an inpatient or resident in his or her room for the night;
- 8.3.1.5. The use of time-out as may be defined by written policies, rules, or procedures of a facility; or
- 8.3.1.6. Restraints used while the facility is engaged in transporting a person from one facility or location to another facility or location when it is within the scope of that facility's powers and authority to effect such transportation.
- 8.3.2. "A facility, as defined in Section 27-10-102 (4.5), C.R.S., that is designated by the Executive Director of the Department of Human Services to provide treatment pursuant to Sections 27-10-105, 27-10-106, 27-10-107, or 27-10-109, C.R.S., to any mentally ill person, as defined in Section 27-10-102 (7), C.R.S., may use seclusion to restrain a mentally ill person when such seclusion is necessary to eliminate a continuous and serious disruption of the treatment environment.
- 8.3.3. If the use of restraint in skilled nursing and nursing care facilities licensed under state law is in accordance with the federal statutes and regulations governing the Medicare program set forth in 42 U.S.C. sec. 1395i-3(c) and 42 C.F.R. part 483, subpart B and the Medicaid program set forth in 42 U.S.C. sec. 1396r(c) and 42 C.F.R. part 483, subpart B and with chapter V, Long Term Care Facilities, there shall be a conclusive presumption that such use of restraint is in accordance with this Part 8.
- 8.3.4. If any provision of this Part 8 concerning the use of restraint conflicts with any provision concerning the use of restraint stated in Article 10.5 of Title 27, C.R.S., or any regulation adopted pursuant thereto, the provision of Article 10.5 of Title 27, C.R.S., or the regulation adopted pursuant thereto shall prevail.
- 8.4. Basis for use of restraint
 - 8.4.1. A facility may only use restraint:
 - 8.4.2. In cases of emergency; and
 - 8.4.2.1. After the failure of less restrictive alternatives; or
 - 8.4.2.2. After a determination that such alternatives would be inappropriate or ineffective under the circumstances.
 - 8.4.3. A facility that uses restraint pursuant to the provisions of subsection (1) of this; section shall use such restraint:
 - 8.4.3.1. For the purpose of preventing the continuation or renewal of an emergency;
 - 8.4.3.2. For the period of time necessary to accomplish its purpose; and

- 8.4.3.3. In the case of physical restraint, using no more force than is necessary to limit the individual's freedom of movement.
- 8.5. Duties relating to use of restraint
 - 8.5.1. Notwithstanding the following provisions - Section 8.103, subsections (1)(f), (2), (3)* and (4) and Section 8.104 - a facility that uses restraint shall ensure that:
 - 8.5.1.1. At least every fifteen minutes, staff shall monitor any individual held in mechanical restraints to assure that the individual is properly positioned, that the individual's blood circulation is not restricted, that the individual's airway is not obstructed, and that the individual's other physical needs are met;
 - 8.5.1.2. No physical or mechanical restraint of an individual shall place excess pressure on the chest or back of that individual or inhibit or impede the individual's ability to breathe;
 - 8.5.1.3. During physical restraint of an individual, an agent or employee of the facility shall check to ensure that the breathing of the individual in such physical restraint is not compromised;
 - 8.5.1.4. A chemical restraint shall be given only on the order of a physician who has determined, either while present during the course of the emergency justifying the use of the chemical restraint or after telephone consultation with a registered nurse, certified physician assistant, or other authorized staff person who is present at the time and site of the emergency and who has participated in the evaluation of the individual, that such form of restraint is the least restrictive, most appropriate alternative available;
 - 8.5.1.5. An order for a chemical restraint, along with the reasons for its issuance, shall be recorded in writing at the time of its issuance;
 - 8.5.1.6. An order for a chemical restraint shall be signed at the time of its issuance by such physician if present at the time of the emergency;
 - 8.5.1.7. An order for a chemical restraint, if authorized by telephone, shall be transcribed and signed at the time of its issuance by an individual with the authority to accept telephone medication orders who is present at the time of the emergency;
 - 8.5.1.8. Staff trained in the administration of medication shall make notations in the record of the individual as to the effect of the chemical restraint and the individual's response to the chemical restraint.
 - 8.5.2. For individuals in mechanical restraints, facility staff shall provide relief periods, except when the individual is sleeping, of at least ten minutes as often as every two hours, so long as relief from the mechanical restraint is determined to be safe. During such relief periods, the staff shall ensure proper positioning of the individual and provide movement of limbs, as necessary. In addition, during such relief periods, staff shall provide assistance for use of appropriate toileting methods, as necessary. The individual's dignity and safety shall be maintained during relief periods. Staff shall note in the record of the individual being restrained the relief periods granted.
 - 8.5.3. Relief periods from seclusion shall be provided for reasonable access to toilet facilities.
 - 8.5.4. An individual in physical restraint shall be released from such restraint within fifteen minutes after the initiation of physical restraint, except when precluded for safety reasons.
- 8.6. Staff training
 - 8.6.1. All agencies shall ensure that staff utilizing restraint in facilities or programs are trained in the appropriate use of restraint.

- 8.6.2. All agencies shall ensure that staff are trained to explain, where possible, the use of restraint to the individual who is to be restrained and to the individual's family if appropriate.
 - 8.7. Documentation requirements. Each facility shall ensure that an appropriate notation of the use of restraint is documented in the record of the individual restrained. Each facility shall document the following in the patient record:
 - 8.7.1. type of restraint and length of time in the restraint;
 - 8.7.2. identification of staff involved in the initiation and application of the restraint;
 - 8.7.3. care provided while in the restraint, including monitoring conducted and relief periods granted; and
 - 8.7.4. the effect of the restraint on the individual.
 - 8.8. Review of the use of restraint. Each facility that allows for the use of restraint under this Part 8 shall ensure that a review process is established for the appropriate use of the restraints.
9. HOSPITAL-ACQUIRED INFECTION REPORTING
- 9.1. Statutory Authority and Applicability
 - 9.1.1. The statutory authority for the promulgation of these rules is set forth in sections 25-1.5-103, 25- 3-103 and 25-3-607, C.R.S.
 - 9.1.2. Each hospital, hospital unit, ambulatory surgical center or outpatient dialysis treatment clinic that is licensed or certified by the Department shall comply with this Part 9.
 - 9.2. Definitions
 - 9.2.1. "Department" means the Department of Public Health and Environment.
 - 9.2.2. "Health Facility" means a hospital, a hospital unit, an ambulatory surgical center or outpatient dialysis treatment clinic currently licensed or certified by the Department.
 - 9.2.3. "Infection" means the invasion of the body by pathogenic microorganisms that reproduce and multiply, causing disease by local cellular injury, secretion of a toxin, or antigen-antibody reaction in the host.
 - 9.3. General Provisions
 - 9.3.1. Each health facility shall collect data on hospital-acquired infection rates for specific clinical procedures including, but not limited to:
 - 9.3.1.1. Cardiac surgical site infections;
 - 9.3.1.2. Orthopedic surgical site infections;
 - 9.3.1.3. Abdominal surgical site infections; and
 - 9.3.1.4. Central line-related bloodstream infections.
 - 9.3.2. An individual who collects data on hospital-acquired infection rates shall take the test for the appropriate national certification for infection control and become certified within six (6) months after the individual becomes eligible to take the certification test.
 - 9.3.2.1. Mandatory national certification requirements shall not apply to individuals collecting data on hospital-acquired infections in hospitals licensed for 50 beds or less, licensed ambulatory surgical centers, and certified dialysis treatment centers. Qualifications for these individuals may be met through ongoing education, training, experience or certification as directed by the Department.
 - 9.3.3. Each health facility shall develop a policy to ensure that each physician who performs one of the procedures listed in section 9.3.1 at that facility promptly reports to it any hospital-acquired infection that the physician diagnoses at a follow-up appointment with the patient.

- 9.4. Reporting
 - 9.4.1. A health facility shall enroll in the National Health Safety Network (NHSN) and routinely submit its hospital-acquired infection data to NHSN in accordance with its requirements and procedures.
 - 9.4.1.1. If a health facility is a division or subsidiary of another entity that owns or operates other health facilities or related organizations, the data submissions required under this part shall be for the specific division or subsidiary and not for the other entity.
 - 9.4.2. Each health facility shall authorize the department to have access to the health facility specific data contained in the NHSN database consistent with section 25-3-601, et seq., C.R.S.
- 9.5. Plan of Correction
 - 9.5.1. If a health facility fails to fully comply with the requirements of this Part 9, the Department may request a plan of correction from the facility or require the facility's compliance with a Department directed plan of correction.
 - 9.5.1.1. Plans of correction shall conform to the requirements set forth in Part 2 of this Chapter.
- 9.6. Enforcement and Disciplinary Sanctions
 - 9.6.1. If the Department determines that a health facility is out of compliance with any of the provisions of section 25-3-601, et seq., C.R.S. or this Part 9, it may impose any of the following sanctions.
 - 9.6.1.1. Revocation of the health facility's license;
 - 9.6.1.2. Denial of the health facility's application for license renewal; or
 - 9.6.1.3. A civil penalty of up to \$1,000 per violation for each day the health facility is deemed to be out of compliance.
 - 9.6.2. If the Department revokes a license or denies an application for a renewal license, it shall provide the applicant with a written notice explaining the basis for the revocation or denial and affording the applicant or licensee the opportunity to respond and comply with all licensing requirements within the specified timeframe.
 - 9.6.3. Appeals of licensure revocations or denials shall be conducted in accordance with the State Administrative Procedure Act, section 24-4-101, et seq., C.R.S.
- 10. INFLUENZA IMMUNIZATION OF HEALTHCARE WORKERS

Statutory Authority and Applicability

- 10.1. The statutory authority for the promulgation of these rules is set forth in sections 25-1.5-102, 25- 1.5-103 and 25-3-103,C.R.S.
- 10.2. Each Healthcare entity that is licensed by the Department shall comply with this Part 10.
- 10.3. The requirements of this Part 10 shall be overseen and enforced by the Department in a manner consistent with sections 2.11 and 2.12 of Part 2 of this Chapter.

General Provisions

- 10.4. Healthcare entities and healthcare workers have a shared responsibility to prevent the spread of infection and avoid causing harm to their patients or residents by taking reasonable precautions to prevent the transmission of vaccine-preventable diseases. Vaccine programs are, therefore, an essential part of infection prevention and control for slowing or stopping the transmission of seasonal influenza viruses from adversely affecting those individuals who are most susceptible.

10.5. Definitions

For purposes of this Part 10, the following definitions shall apply:

- 10.5.1. Ambulatory Surgical Center means a facility that is licensed and regulated pursuant to 6 CCR 1011-1, Chapter XX, Ambulatory Surgical Center.
- 10.5.2. "Department" means the Colorado Department of Public Health and Environment.
- 10.5.3. "Employee" means any person who performs a service for wages or other remuneration for a licensed healthcare entity. For purposes of this Part 10, the definition of employee includes students, trainees, persons who have individual contracts with the healthcare entity, physicians with staff privileges and allied health professionals with privileges. The definition of employee does not include volunteers or persons who provide services through a contractual arrangement between the licensee and a separate organization, association or other healthcare entity.
- 10.5.4. "Healthcare Entity" means a health care facility or agency that is required to obtain a license from the Department pursuant to section 25-3-101, C.R.S. Unless otherwise indicated, the term "healthcare entity" is synonymous with the terms "facility" or "agency" as used elsewhere in 6 CCR 1011-1, Standards for Hospitals and Health Facilities.
- 10.5.5. "Healthcare Worker" means any person, working in a healthcare entity who has the potential for exposure to patients, residents, or consumers of the healthcare entity and/or to infectious materials, including body substances, contaminated medical supplies and equipment, contaminated environmental surfaces, or contaminated air.
Healthcare worker includes, but is not limited to, physicians, nurses, nursing assistants, therapists, technicians, emergency medical service personnel, dental personnel, pharmacists, laboratory personnel, autopsy personnel, students and trainees, contractual personnel, home care personnel, and persons not directly involved in patient care (e.g., clerical, dietary, house-keeping, laundry, security, maintenance, billing and chaplains) but potentially exposed to infectious agents that can be transmitted to and from the healthcare worker and patients, residents or consumers of the healthcare entity. The definition of healthcare worker does not include volunteers.
- 10.5.6. "Hospital" means a facility that is licensed and regulated pursuant to 6 CCR 1011-1, Chapter IV, General Hospitals.
- 10.5.7. "Hospital Unit" means a facility that is licensed and regulated pursuant to 6 CCR 1011-1, Chapter XIX, Hospital Units.
- 10.5.8. "Influenza Season" means November 1 through March 31 of the following year, or as otherwise defined by the Department epidemiology and flu surveillance team.
- 10.5.9. "Influenza Vaccine" means a currently licensed FDA approved vaccine product.
- 10.5.10. "Long Term Care Facility" means a facility that is licensed and regulated pursuant to 6 CCR 1011-1, Chapter V, Long Term Care Facilities.
- 10.5.11. "Proof of Immunization" means a written statement from a licensed healthcare provider who has administered an influenza vaccine to a healthcare worker, specifying the vaccine administered and the date it was administered or electronic entry in the Colorado Immunization Information System (CIIS).
- 10.5.12. "Volunteer" means a person who provides services without wages or other remuneration.

Exemption For Healthcare Entities Meeting Vaccination Targets

- 10.6. If a licensed healthcare entity demonstrates that it has vaccinated a targeted percentage of its employees in a given year, using its own methodology, it shall be exempt from the requirements of sections 10.7 through 10.12 of this Part for the following year as long as it continues to use the same or more stringent methodology.
- 10.6.1. The minimum targets required for this exemption are:
 - 10.6.1.1. 60 percent of employees vaccinated by December 31, 2012;
 - 10.6.1.2. 75 percent of employees vaccinated by December 31, 2013; and
 - 10.6.1.3. 90 percent of employees vaccinated by December 31, 2014; and by December 31 of each year thereafter.
- 10.6.2. To take advantage of this annual exemption, the licensee shall:
 - 10.6.2.1. Have defined procedures to prevent the spread of influenza from its unvaccinated healthcare workers;
 - 10.6.2.2. Maintain supporting documentation for a period of three (3) years that may be examined by the Department in a random audit process; and
 - 10.6.2.3. Report to the Department that the qualifying percentage of its employees was appropriately vaccinated (according to the annual recommendations of the Advisory Committee on Immunization Practices) against seasonal influenza by December 31st of the year specified. This report shall be submitted to the Department, in the form and manner specified, no later than March 31st of the following year.

Requirements For Hospitals, Hospital Units, Ambulatory Surgical Centers and Long-Term Care Facilities

- 10.7. Each licensed hospital, hospital unit, ambulatory surgical center and long-term care facility shall provide or make available an annual influenza vaccine for each of its healthcare workers when the influenza vaccine is readily available.
- 10.8. Each licensed hospital, hospital unit, ambulatory surgical center and long-term care facility shall have a written policy regarding the annual influenza immunization of its healthcare workers that, at a minimum, addresses the following criteria:
 - 10.8.1. Ensuring that each of its healthcare workers has either:
 - 10.8.1.1. proof of immunization, or
 - 10.8.1.2. a medical exemption signed by a physician, physician's assistant, advanced practice nurse or nurse midwife licensed in the State of Colorado stating that the influenza vaccination for that individual is medically contraindicated as described in the product labeling approved by the United States Food and Drug Administration.
 - 10.8.2. Ensuring that each healthcare worker who does not have proof of immunization wears a surgical or procedure mask during influenza season when in direct contact with patients and in common areas as specified by the licensee's policy. Such masks shall be in addition to other standard personal protective equipment.
 - 10.8.3. Ensuring it has established a procedure to:
 - 10.8.3.1. Maintain proof of annual immunization or medical exemption for each employee; and
 - 10.8.3.2. Inform other healthcare workers who provide services on the licensee's premises that:
 - 10.8.3.2.1. The licensee has a policy regarding the annual influenza immunization of its healthcare workers;
 - 10.8.3.2.2. The licensee requires each healthcare worker who has not been immunized to wear a mask during influenza season when in direct contact with patients or in common areas specified by the facility; and

- 10.8.3.2.3. The licensee has masks available for those healthcare workers who have not been immunized.
- 10.9. Each licensed hospital, hospital unit, ambulatory surgical center and long- term care facility shall track and report the annual influenza vaccination rate for its employees through December 31st of each year. This report shall be submitted to the Department, in the form and manner specified, no later than March 31st of the following year.

Requirements For All Other Licensed Healthcare entities

- 10.10. Each licensed healthcare entity, other than those identified in sections 10.7 through 10.9, shall perform an initial assessment of their facility or agency to assist in the development of a written policy regarding influenza transmission from its healthcare workers to its patients, residents or consumers. The assessment shall, at a minimum, consider the following criteria:
 - 10.10.1. The number of healthcare workers at the healthcare entity;
 - 10.10.2. The number of patients, residents or consumers served by the healthcare entity;
 - 10.10.3. Whether the healthcare entity has an ongoing employee wellness program that offers annual influenza vaccinations;
 - 10.10.4. Whether influenza transmission from healthcare workers is addressed in the healthcare entity's infection control policy;
 - 10.10.5. What precautions are taken to prevent the transmission of influenza from unvaccinated healthcare workers; and
 - 10.10.6. What type of educational material is utilized by the healthcare entity to promote influenza immunization for its healthcare workers.
- 10.11. Each licensed healthcare entity, other than those identified in sections 10.7 through 10.9, shall have a written policy regarding the annual influenza immunization of its healthcare workers that is based on that licensee's attributes and resources. The policy shall, at a minimum, address the following criteria:
 - 10.11.1. Ensuring that each employee is offered the opportunity to receive an annual influenza immunization;
 - 10.11.2. Maintaining records of each employee's annual immunization, declination or exemption from immunization; and
 - 10.11.3. Ensuring that all of the licensee's employees are provided information regarding:
 - 10.11.3.1. The benefits and risks of influenza immunization;
 - 10.11.3.2. The availability of influenza immunization; and
 - 10.11.3.3. The importance of adhering to standard precautions.
- 10.12. Each licensed health care entity, other than those identified in sections 10.7 through 10.9, shall track and report the annual influenza vaccination rate for its employees through December 31st of each year. This report shall be submitted to the Department, in the form and manner specified, no later than March 31st of the following year.



CHAPTER 26

POLICIES



CRIMINAL HISTORY RECORD CHECK - 6.3 (A)

POLICY:

It shall be the policy of Voyager to conduct criminal background screening on all individuals prior to an offer of temporary or permanent employment.

PROCEDURE:

1. The Following will receive Criminal History Background Screening:
 - 1.1. All individuals working for Voyager Home Health Care
 2. Inquiry Cost
 - 2.1. The cost of such inquiry (as of September 2015, \$6.85) shall be paid for by Voyager Home Health Care.
 3. Time Limit
 - 3.1. The criminal history record check shall be conducted no more than 90 days prior to date-of-hire of the individual.
 - 3.1.1. Date-of-hire is the date on which the employee attends the agency orientation and is available for work.
 - 3.1.2. All personnel directly who directly interact with clients, will sign an affidavit of employability attesting that he/she has not been found guilty of abuse.
 - 3.1.3. If an employee was “grandfathered” under the law with another agency, he/she is required to go through the entire screening process when being considered for employment with this agency.
 4. Services Utilized
 - 4.1. All Backgrounds checks shall be conducted through the Colorado Bureau of Investigations website (www.cbirecordscheck.com) for all employees, contract staff and volunteers having direct personal contact with consumers and/or work anywhere within Voyager Home Health Care.
 - 4.2. The background check for owners, managers and administrators will be done through the Colorado Bureau of Investigations CBI background check. In which a fingerprint background check will occur.
- The Administrator or Designee of the Agency shall be responsible for assuring compliance with background screening requirements.
 - In addition to conducting criminal history checks on all applicants/personnel, Voyager will search the Nurse Aide Registry and the Employee Misconduct Registry for non-licensed applicants/personnel and volunteers, if applicable.
 - Applicants who have a felony/theft convictions that are less than five years old will be barred from employment in the agency.
 - The Agency will not employ an applicant and must discharge an employee, if the agency becomes aware of the person's conviction under the laws of another State, Federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed in the rule that bars employment with the Agency.

- Prior to making an offer of employment, the Agency will search the Employee Misconduct Registry and the Nurse Aide Registry for certain acts of misconduct that bar employment by the Agency
- All aforementioned documents will be maintained in the employee's personnel file.

Consent to Background and Reference Check

Applicant Name: _____

Present Address: _____, _____, _____

Social Security Number: _____

I, _____ hereby authorize Voyager (the "Company"), and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education, and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for employment. A telephone facsimile (fax) or xerographic copy of this consent shall be considered as valid as the original consent.

I hereby consent to the Company's verification of all the information I have provided on my application form. I also agree to execute as a condition of employment or a condition of continued employment any additional written authorization necessary for the Company to obtain access to and copies of records pertaining to this information. I also hereby authorize the Company's access to any medical histories or records pertaining to me (and any other individuals who due to my employment may be covered by any Company medical or other insurance program). With regard to the foregoing disclosures, I hereby agree to release any person, company, or other entity from any and all causes of action that otherwise might arise from supplying the Company with information it may request pursuant to this release. I understand that any false answers or statements, or misrepresentations by omission, made by me on this application or any related document, will be sufficient for rejection of my application or for my immediate discharge should such falsifications or misrepresentations be discovered after I am employed.

I attest that I have never been found guilty of abuse to another human being.

"Prospective Employee Signature" _____ Date _____

CONSUMER RIGHTS - 6.4

Voyager has established and implemented written policies and procedures regarding the rights of consumers and the implementation of these rights. A complete statement of these rights, including the right to file a complaint with Voyager Home Health Care, shall be distributed to all employees and contracted personnel upon hire, and all consumers or authorized representatives. All employees, contracted personnel, consumers and/or authorized representatives will sign a “Signature Page” that they have received and reviewed this policy.

1. Assurance of Rights

- 1.1. The consumer or authorized representative has the right to be informed of the consumer’s rights through an effective means of communication.
- 1.2. The consumer has the right to be assured that Voyager shall not condition the provision of care or otherwise discriminate against a consumer based upon personal, cultural or ethnic preference, disabilities or whether the consumer has an advance directive.
- 1.3. Voyager shall protect and promote the exercise of these rights.

2. Notice of Rights

- 2.1. Within one (1) business day of the start of services, Voyager shall provide the consumer or authorized representative with a notice of the consumer’s rights in a manner that the consumer understands.
- 2.2. If you believe your rights were violated in anyway please contact Voyager Home Health Care, Human Resources Department at (719) 722-4516. Voyager HR department is responsible for the complaint intake and problem resolution process. You may also contact the Home Health Hotline established by the state which will be reviewed later in this policy.

3. Exercise of Rights and Respect For Property and Person

- 3.1. The rights of the consumer may be exercised by the consumer or authorized representative without fear of retribution or retaliation.
- 3.2. The consumer has the right to have his or her person and property treated with respect. The consumer has the right to be free from neglect, financial exploitation, verbal, physical and psychological abuse including humiliation, intimidation or punishment.
- 3.3. The consumer or authorized representative, upon request to Voyager Home Health Care, has the right to be informed of the full name, licensure status, staff position and employer of all persons with whom the consumer has contact and who is supplying, staffing or supervising care or services. The consumer has the right to be served by agency staff that is properly trained and competent to perform their duties.
- 3.4. The consumer has the right to live free from involuntary confinement, and to be free from physical or chemical restraints as defined in 6 CCR 1011-1, Chapter II, Part 8.
- 3.5. The consumer or authorized representative has the right to express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for the consumer’s person or property by anyone who is furnishing services on behalf of Voyager Home Health Care.

3.6. The consumer shall have the right to the confidentiality of all records, communications, and personal information. Voyager shall advise the consumer of the agency's policies and procedures regarding disclosure of clinical information and records.

3.6.1. Below is the official HIPAA Policy of the Colorado Department of Health Care Policy and Financing from Colorado.gov that Voyager follows.

Privacy Under Health Insurance Portability and Accountability Act

- The HIPAA Privacy rules define the rights of individuals (including clients of the Colorado Medicaid Program) and the obligations of providers and others regarding the individual's Protected Health Information (PHI).
- The Privacy Rule protects all "individually identifiable health information" held or transmitted by a covered entity or its business associates, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information "protected health information" (PHI). Health plans (including the Colorado Medicaid Program), health care providers and health clearinghouses are all covered entities under the rule.
- While HIPAA sets a national minimum standard for protecting such patient information, it allows more stringent state laws to supersede the minimum standard.

Health Plans, Health Care Providers and Health Care Clearinghouses

For entities covered by HIPAA, including the Colorado Medicaid Program, the privacy rules define and limit the circumstances in which an individual's PHI may be used or disclosed. A covered entity may disclose some or all of a subject individual's PHI, even without specific authorization from the individual:

- To the subject individual when requested by the subject individual
- For treatment, payment and health care operations for the individual
- If incidental to an otherwise permitted use
- To others, if authorized in writing by the subject individual
- To others, if the subject individual has been given the opportunity to approve or deny this

A covered entity must disclose PHI:

- To the subject individual
- To the Secretary of Health and Human Services when it is to be used as part of an investigation or to determine compliance

In addition, covered entities (including the Colorado Medicaid Program) are required by these rules to:

- Provide notice of their privacy practices and a point of contact for further information and for submitting complaints
- Limit disclosure of PHI to the minimum necessary (other than for health care treatment and certain other purposes)
- Disclose to the individual to whom, when, and why PHI might be shared where it is authorized by these rules to do so
- Amend health care records at an individual's request. Covered entities can deny the individual's request if it is accurate and complete or was not created by the covered entity receiving the request.
- Track disclosures of PHI for other than 1) health care treatment, payment and operations, 2) to the subject individual or 3) for certain public benefit purposes.

Providers may not condition treatment, nor may health plans condition payment, upon a patient's signing an authorization.

Rights of Patients/Clients

The HIPAA Privacy Rule specifies that clients/patients have the right:

- To see and have a copy of their health care information record
- To request changes to their health care record and if denied, to submit a statement of disagreement which will be included in the client/patient record
- To request that disclosure of their health care information be further restricted to that necessary for treatment, payment and limited other immediate needs
- To request a list of the instances when their health care information has been disclosed for other than a) treatment, b) payment, c) health care operations or when the disclosure was specifically approved in writing
- To request that communications of PHI be sent to alternative locations or by alternative means to further protect the privacy of the subject individual
- To file complaints with the Department of Health & Human Services' Office of Civil Rights.

Penalties for Non-Compliance

Like other HIPAA rules, the Privacy Rules carries penalties for noncompliance unless the violation is due to reasonable cause, did not involve willful neglect and was corrected within 30 days.

4. Right to be Informed and to Participate in Planning Care and Services

- 4.1. Voyager shall inform the consumer or authorized representative in advance about the care and services to be furnished, and of any changes in the care and services to be furnished to enable the consumer to give informed consent.
 - 4.1.1. The consumer has the right to refuse treatment within the confines of the law, to be informed of the consequences of such action and to be involved in experimental research only upon the consumer's voluntary written consent
 - 4.1.2. The consumer has the right to be told in advance of receiving care about the services that will be provided, the disciplines that will be utilized to furnish care, the frequency of visits proposed to be furnished and the consequences of refusing care or services.
- 4.2. Voyager shall offer the consumer or authorized representative the right to participate in developing the plan of care and receive instruction and education regarding the plan.
 - 4.2.1. Voyager shall advise the consumer in advance of the right to participate in planning the care or treatment, and in planning changes in the care or treatment
 - 4.2.2. **Voyager Advance Directives Policy:**
 - 4.2.2.1. Within one (1) business day of the start of services, Voyager shall inform the consumer concerning Voyager's policies on advance directives, including a description of applicable state law which is posted below. Voyager may furnish advance directives information to a consumer at the time of the first home visit, as long as the information is furnished before care is provided.
 - 4.2.2.2. It is Voyager's policy that the client either has their own Advance Directives already in place before Voyager starts care, and that the client

will thus provide Voyager with this documentation for their records. Or that the client will obtain such Advance Directives before Voyager starts services through their own legal means. Under Title 15, Article 18 of the Colorado Medical Treatment Decision Act 15-18-102, the Legislative declaration states that it is not required that any person has to execute a declaration of Advance Directives. That being said, Voyager highly recommends obtaining Advance Directives. The client can waive their rights to Advance Directives if that is the client's wish, the client can obtain Advance Directives at a later date, or may ask questions/for help obtaining Advance Directives at any time while receiving our services. Voyager will still provide care to a client who does not have Advance Directives. If the client or their authorized representative does not have Advance Directives in place, or does not furnish Voyager with such Directives at the start of care, Voyager will not be held responsible or liable for not following such Directives that are either not in place, or were not provided to Voyager. If there are no Advance Directives in place the client and/or representative agrees that basic life support techniques will be used until emergency medical staff arrive.

4.2.2.3. Below is the applicable state law concerning Advance Directives along with a link for further detail. By signing the Enrollment Packet/the client's contract the client and/or authorized representative agrees that they were provided information about Advance Directives and of Voyager's Advance Directives Policies, and that they were provided, have read, and fully understand the applicable state law concerning Advance Directives.

4.2.2.3.1. Title 15, Article 18 Colorado Medical Treatment Decision Act 15-18-102. Legislative declaration. (1) The general assembly hereby finds, determines, and declares that: (a) Colorado law has traditionally recognized the right of a competent adult to accept or reject medical or surgical treatment affecting his person; (b) Recent advances in medical science have made it possible to prolong dying through the use of artificial, extraordinary, extreme, or radical medical or surgical procedures; (c) The use of such medical or surgical procedures increasingly involves patients who are unconscious or otherwise incompetent to accept or reject medical or surgical treatment affecting their persons; (d) The traditional right to accept or reject medical or surgical treatment should be available to an adult while he is competent, notwithstanding the fact that such medical or surgical treatment may be offered or applied when he is suffering from a terminal condition and is either unconscious or otherwise incompetent to decide whether such medical or surgical treatment should be accepted or rejected; (e) This article affirms the traditional right to accept or reject medical or surgical treatment affecting one's person, and creates a procedure by which a competent adult may make such decisions in advance, before he becomes unconscious or otherwise incompetent to do so; (f) It is the legislative intent that nothing in this article shall have the effect of modifying or

changing currently practiced medical ethics or protocol with respect to any patient in the absence of a declaration as provided for in section 15-18-104; (g) It is the legislative intent that nothing in this article shall require any person to execute a declaration.

4.2.2.3.2. Follow/search this link to read the full content of Title 15, Article 18 of the Colorado Medical Treatment Decision Act 15-18-102.

4.2.2.3.2.1. http://www.coaccess.com/documents/Colorado_Law_Advance_Directives.pdf

5. The Consumer or Authorized Representative has the Right to be Advised on Payment.

5.1. They will be advised orally and in writing within one (1) business day of the start of services of the extent to which payment for Voyager services may be expected from insurance or other sources, and the extent to which payment may be required from the consumer.

6. The Consumer or Authorized Representative has the Right to be advised of any Changes in Billing or Payment procedures Before Implementation.

6.1. If an agency is implementing a scheduled rate increase to all clients, the agency shall provide a written notice to each affected consumer at least 30 days before implementation.

6.2. Voyager shall advise the consumer of any individual changes orally and in writing as soon as possible, but no later than five (5) business days from the date that Voyager becomes aware of a change.

6.3. Voyager shall not assume power of attorney or guardianship over a consumer utilizing the services of the Voyager Home Health Care, require a consumer to endorse checks over to the Voyager or require a consumer to execute or assign a loan, advance, financial interest, mortgage or other property in exchange for future services.

7. The consumer or authorized representative has the right to be advised of the availability of the state's toll-free HCA hotline.

7.1. When the agency accepts the consumer for treatment or care, Voyager shall advise the consumer with the following:

7.1.1. The purpose of the hotline is to receive complaints or questions about local HCAs. The consumer also has the right to use this hotline to lodge complaints regarding care received or not received including implementation of the advance directives requirements.

7.1.2. You may also file a complaint with the Health Facilities and Emergency Medical Services Division of the Colorado Department of Public Health and Environment via mail or telephone:

7.1.2.1. Phone: [(303) 692-2910 or (800) 842-8826]

7.1.2.2. Address: 4300 Cherry Creek Drive South, Denver, CO 80246

7.1.3. Hours of Operation are: 24/7 hotline; staffed between 8am-5pm, Monday-Friday.

8. Voyager shall make available to the consumer or authorized representative, upon request, a written notice listing all individuals or other legal entities having ownership or controlling interest in the agency

9. As a consumer of home care and services you are entitled to receive notification of the following rights both orally and in writing. You have the right to exercise the following rights without retribution or retaliation from agency staff:
 - 9.1. Receive written information concerning the agency's policies on advance directives, including a description of applicable state law;
 - 9.2. Receive information about the care and services to be furnished, the disciplines that will furnish care, the frequency of proposed visits in advance and receive information about any changes in the care and services to be furnished;
 - 9.3. Receive care and services from the agency without discrimination based upon personal, cultural or ethnic preference, disabilities or whether you have formulated an advance directive;
 - 9.4. Authorize a representative to exercise your rights as a consumer of home care;
 - 9.5. Be informed of the full name, licensure status, staff position and employer of all persons supplying, staffing or supervising the care and services you receive;
 - 9.6. Be informed and participate in planning care and services and receive care and services from staff who are properly trained and competent to perform their duties;
 - 9.7. Refuse treatment within the confines of the law and be informed of the consequences of such action;
 - 9.8. Participate in experimental research only upon your voluntary written consent;
 - 9.9. Have you and your property to be treated with respect and be free from neglect, financial exploitation, verbal, physical and psychological abuse including humiliation, intimidation or punishment;
 - 9.10. Be free from involuntary confinement, and from physical or chemical restraints;
 - 9.11. Be ensured of the confidentiality of all of your records, communications, and personal information and to be informed of the agency's policies and procedures regarding disclosure of clinical information and records;
 - 9.12. Express complaints verbally or in writing about services or care that is or is not furnished, or about the lack of respect for your person or property by anyone who is furnishing services on behalf of the agency. If you believe your rights have been violated you may contact the agency directly:
 - 9.12.1. Voyager Home Health Care: 2233 Academy Place, Suite 105, Colorado Springs, CO 80909
 - 9.12.2. Phone: (719) 722-4516
 - 9.13. You may also file a complaint with the Health Facilities and Emergency Medical Services Division of the Colorado Department of Public Health and Environment via mail or telephone:
 - 9.13.1. Phone: [(303) 692-2910 or (800) 842-8826]
 - 9.13.2. Address: 4300 Cherry Creek Drive South, Denver, CO 80246
 - 9.13.3. Hours of Operation are: 24/7 hotline; staffed between 8am-5pm, Monday-Friday.
10. **Voyager shall maintain documentation showing that it has complied with the requirements of this section.**

ADMISSIONS - 6.5

1. Voyager shall only accept consumers for care or services on the basis of a reasonable assurance that the needs of the consumer can be met adequately by the agency in the individual's temporary or permanent home or place of residence.
 - a. There shall be initial documentation of the agreed upon days and times of services to be provided based upon the consumer's needs that is updated at least annually.
2. If Voyager receives a referral of a consumer who requires care or services that are not available at the time of referral, the agency shall advise the consumer's primary care provider, if applicable, and the consumer or authorized representative of that fact.

DISCHARGE PLANNING - 6.6

1. Voyager shall have a specific plan for discharge in the consumer record and there shall be ongoing discharge planning with the consumer.
2. If no improvement or no discharge is expected, Voyager shall document in the consumer record this assessment.
3. Voyager shall assist each consumer or authorized representative to find an appropriate placement with another agency if the consumer continues to require care and/or services upon discharge. Voyager shall document due diligence in ensuring continuity of care upon discharge as necessary to protect the consumer's safety and welfare.

DISCLOSURE NOTICE – 6.7

It is our policy that Voyager (Voyager) shall provide a written disclosure notice to the consumer or authorized representative within one (1) business day of the start of services that specifies the service provided by Voyager and the consumer's obligation regarding the home care worker.

The disclosure notice shall be signed by the consumer or authorized representative and below is the information as to who is responsible for the following items:

Voyager is responsible for the following items and situations.

1. Employment of the home care worker,
2. Liability for the home care worker while in the consumer's home,
3. Payment of wages to the home care worker,
4. Payment of employment and social security taxes,
5. Payment of unemployment, worker's compensation, general liability insurance, and, if provided, bond insurance.
6. Supervision of the home care worker,
7. Scheduling of the home care worker,
8. Assignment of duties to the home care worker,
9. Hiring, firing and discipline of the home care worker,
10. Training and ensuring qualifications that meet the needs of the consumer.
11. Voyager shall ensure that the consumer or authorized representative acknowledges the disclosure notice within one (1) business day of the start of services.

The Consumer/client is responsible for the following items and situations.

1. Provision of materials or supplies for the home care worker's use in providing services to the consumer.

Signatures of consumer or authorized representative can be found on the "Signature Page"

NON-COMPETE AGREEMENTS – 6.8

1. Voyager shall not coerce, threaten, or use any means of intimidation to prevent an employee from terminating the employment relationship and commencing employment at another HCA.
2. Non-compete clauses, agreements or contracts shall only be enforceable in accordance with Section 8-2-113, C.R.S.
3. CONFIDENTIALITY. The Employee will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Employee, or divulge, disclose, or communicate in any manner any information that is proprietary to Richard Gallion. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Employee will protect such information and treat it as strictly confidential. The obligation of The Employee not to disclose confidential information shall continue for a period of Forever after the effective date of this Agreement. Within 1 day after receiving a written request, The Employee will return to Richard Gallion all records, notes, documentation and other items that were used, created, or controlled by The Employee.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
5. INJUNCTION. It is agreed that if The Employee violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Richard Gallion. Therefore, Richard Gallion will be entitled to seek injunctive relief (i.e., a court order that requires The Employee to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's' fees incurred in enforcing this Agreement.
6. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.
7. CONFLICT RESOLUTION. In the event of a dispute between the parties, the employee hereby also agrees that Voyager shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.
8. SIGNATORIES. This Agreement shall be signed by The Employee and by a Member of Voyager, an authorized representative, on behalf of Voyager Home Health Care. This Agreement is effective as of the date this contract is signed.

COMPLAINT PROCESSING - 6.9

POLICY:

Voyager Home Healthcare LLC shall regard all patient complaints as a serious issue. Voyager (Voyager) has developed and implemented policies that will be utilized to investigate patient complaints and provide a systematic means of monitoring and resolving complaints which include the following items:

1. Investigation of complaints made by a consumer or others about services or care that is or is not furnished, or about the lack of respect for the consumer's person or property by anyone furnishing services on behalf of Voyager.
2. Documentation of the existence, the investigation and the resolution of the complaint. Voyager shall notify the complainant of the results of the investigation and the agency's plan to resolve any issue identified.
3. Incorporation of the substantiated findings into its quality assurance program in order to evaluate and implement systemic changes where needed.
4. Voyager does not discriminate or retaliate against a consumer for expressing a complaint or multiple complaints.
5. Maintenance of a separate record/log/file detailing all activity regarding complaints received, and their investigation and resolution thereof. The record shall be maintained for at least a two (2) year period of time and shall be available for audit and inspection purposes.

PROCEDURE:

Complaints against the agency may be directed to the administrator. All complaints will be investigated within ten (10) days of receipt; the entire process from receipt of complaint through resolution will not exceed thirty (30) days.

The Administrator, DON or designee will investigate all complaints and all information related to the complaint will be recorded on the complaint form and logged within 24 hours of receipt. The supervisor will initiate investigation within the same time period.

If the complaint involves regulatory issues or rule, the supervisor will provide the complainant with a copy of the written rules and explain verbally in language that the patient/family can understand.

When the complaint involves the delivery of care by a service provider, staff of contractor, the Administrator / DON / designee will review the incident with the care provider and document the proceedings.

Interventions for serious patient issue involving care delivery may result in disciplinary action up to employment termination, notification of regulatory boards and/or initiation of the peer review process.

Full documentation will be maintained by utilizing patient and/or employee number vs. actual names.

Patients will be allowed to voice grievances without fear of reprisal. All patients will be provided with a written statement describing how to file a complaint with Colorado Department of Human Services as well as the time frames for review and resolution.

PATIENT COMPLAINT FORM

Complaint reported by: _____ Relationship _____

Date occurred _____ Date reported _____

Involved patient MR# _____ Involved Employee ID# _____

Statement of Complaint:

Received by _____ Date _____

Action Taken:

Comments:

Was complaint satisfied with resolution? _____ Yes _____ No

Supporting documentation attached? _____ Yes _____ No

Signature _____ Date _____

Evaluation of Resolution by DON or designee-----Date resolved _____

Signature of DON or Designee: _____ Date: _____

AGENCY REPORTING REQUIREMENTS (OCCURRENCE REPORTING) - 6.10

POLICY: Agency Reporting Requirements

Voyager (Voyager) will comply with the occurrence reporting requirements set forth in 6 CCR 1011, Chapter II, section 3.2. (stated below) All employees and contracted personnel will sign the “Signature Page” that they have reviewed and understood these requirements.

1. Voyager shall report to the Colorado Department of Public Health and Environment (the Department) the following occurrences by the next business day after the occurrence, or when Voyager becomes aware of the occurrence:
 - 1.1. Any occurrence that results in the death of a patient or resident of Voyager that fits the criteria below is required to be reported by Voyager’s employees and/or management to the coroner that arises from an unexplained cause or under suspicious circumstances such as:
 - 1.1.1. If the death is or may be unnatural as a result of external influences, violence, or injury;
 - 1.1.2. Due to the influence of or the result of intoxication by alcohol, drugs, or poison;
 - 1.1.3. As a result of an accident, including at the workplace;
 - 1.1.4. When the death of an infant or child is unexpected or unexplained;
 - 1.1.5. When no physician is in attendance or when, though in attendance, the physician is unable to certify the cause of death;
 - 1.1.6. From a death that occurs within twenty-four hours of admission to a hospital;
 - 1.1.7. From a disease which may be hazardous or contagious or which may constitute a threat to the health of the general public;
 - 1.1.8. If the death occurs from the action of a peace officer or while in the custody of law enforcement officials or while incarcerated in a public institution;
 - 1.1.9. When the death was sudden and happened to a person who was in apparent good health;
 - 1.1.10. When a body is unidentifiable, decomposed, charred, or skeletonized;
 - 1.2. Any occurrence that results in any of the following serious injuries to a patient or resident:
 - 1.2.1. Brain or spinal cord injuries;
 - 1.2.2. Life-threatening complications of anesthesia or life-threatening transfusion errors or reactions;
 - 1.2.3. Second or third degree burns involving twenty percent or more the body surface area of an adult patient or resident or fifteen percent or more of the body surface area of a child patient or resident;
 - 1.3. Any time that a resident or patient of Voyager cannot be located following a search of Voyager, Voyager’s grounds, and the area surrounding Voyager and there are circumstances that place the resident's health, safety, or welfare at risk or, regardless of whether such circumstances exist, the patient or resident has been missing for eight hours.

- 1.4. Any occurrence involving physical, sexual, or verbal abuse of a patient or resident by another patient or resident, an employee of Voyager or a visitor to Voyager.
- 1.5. Any occurrence involving neglect of a patient or resident
- 1.6. Any occurrence involving misappropriation of a patient's or resident's property. For purposes of this paragraph, "misappropriation of a patient's or resident's property" means a pattern of or deliberately misplacing, exploiting, or wrongfully using, either temporarily or permanently, a patient's or resident's belongings or money without the patient's or resident's consent;
- 1.7. Any occurrence in which drugs intended for use by patients or residents are diverted to use by other persons;
- 1.8. Any occurrence involving the malfunction or intentional or accidental misuse of patient or resident care equipment that occurs during treatment or;
- 1.9. Diagnosis of a patient or resident and that significantly adversely affects or if not averted would have significantly adversely affected a patient or resident of Voyager.
2. Any reports submitted shall be strictly confidential.
 - 2.1. The department may request further oral reports or a written report of the occurrence if it determines a report is necessary for the department's further investigation.
3. No Voyager staff member or affiliate shall discharge or in any manner discriminate or retaliate against any patient or resident of a health care entity, relative or sponsor thereof, employee of Voyager, or any other person because such person, relative, legal representative, sponsor, or employee has made in good faith or is about to make in good faith, a report pursuant to this section or has provided in good faith or is about to provide in good faith evidence in any proceeding or investigation relating to any occurrence required to be reported by a health care entity.
4. Nothing in this policy shall be construed to limit or modify any statutory or common law right, privilege, confidentiality or immunity.
5. Nothing in this part shall affect a person's access to his or her medical record nor shall it affect the right of a family member or any other person to obtain medical record information upon the consent of the patient or his/her authorized representative.
6. The agency shall investigate each reportable occurrence and institute appropriate measures to prevent similar future occurrences.
 - 6.1. If such an occurrence occurs Voyager will initiate an investigation, document the investigation, including creating appropriate measures to be instituted to avoid such future occurrences, and will provide the documentation regarding the investigation, including the appropriate measures to be instituted to the department, upon request.
 - 6.2. A report with the investigation findings shall be available for review by the department within five (5) working days of the occurrence.
7. Voyager shall notify the department before it initiates discharge of any consumer who requires and desires continuing paid care or services where there are no known transfer arrangements to protect the consumer's health, safety or welfare.
 - 7.1. Emergency discharges necessary to protect the safety and welfare of staff shall be reported to the department within 48 hours of the occurrence. Code of Colorado Regulations 22
8. Voyager shall ensure that all staff have knowledge of Article 3.1 of Title 26, C.R.S. regarding protective services for at-risk adults, and that all incidents involving neglect, abuse or financial exploitation are reported immediately, to the agency administrator or manager.
 - 8.1. "At-risk adult" means an individual eighteen years of age or older who is susceptible to mistreatment, self-neglect, or exploitation because the individual is unable to perform or

obtain services necessary for his or her health, safety, or welfare or lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his or her person or affairs.

- 8.2. “Exploitation” means an act or omission committed by a person that: Uses deception, harassment, intimidation, or undue influence to permanently or temporarily deprive an at-risk adult of the use, benefit, or possession of his or her money, assets, or property; Forces, compels, coerces, or entices an at-risk adult to perform services for the profit or advantage of the person or another person against the will of the at-risk adult; or Misuses the property of an at-risk adult in a manner that adversely affects the at-risk adult’s ability to receive health care or health care benefits or to pay bills for basic needs or obligations. “Mistreatment” means an act or omission that threatens the health, safety, or welfare of an at-risk adult or that exposes an at-risk adult to a situation or condition that poses an imminent risk of death, serious bodily injury, or bodily injury to the at risk adult
9. Voyager provides care and/or services to pediatric consumers. If any employee and or managerial staff has seen or has any suspicions regarding child abuse or neglect, these incidences must be reported immediately to the agency administrator or manager.
 - 9.1. Voyager shall report the incident to the appropriate local law enforcement agency or the county department, patient's physician, authorized representative, or if applicable, to the department as an occurrence. Voyager shall make copies of all such reports available to the department upon request. Upon receipt of the local law enforcement agency or the county department report, Voyager shall prepare a written report within forty-eight hours.
 - 9.2. Voyager shall document that all alleged incidents involving neglect, abuse or health professional misconduct are thoroughly investigated in a timely manner. Voyager will implement immediate procedures to protect its consumers during the investigation process by removing the consumer from any contact from the alleged perpetrator of the incident. If the alleged perpetrator is a Voyager employee, a substitute employee will be assigned to the consumer immediately.
 - 9.3. Below is Voyager’s investigational procedures and documentation report.
 - 9.3.1. The name and address of the at-risk adult or pediatric consumer:
 - 9.3.2. The name and address of the at-risk adult/pediatric caretaker, if any:
 - 9.3.3. The age, if known, of the at-risk adult or pediatric consumer:
 - 9.3.4. The nature and extent of the at-risk adult’s OR pediatric consumer injury, if any:
 - 9.3.5. The nature and extent of the condition that will reasonably result in mistreatment, self-neglect, or exploitation:
 - 9.3.6. Any other pertinent information:
 - 9.3.7. Within 24 hours Voyager will send a copy of the report above to the local law enforcement agency and or the county department.

CRIMINAL ACTIVITY/ ABUSE/ NEGLECT/ EXPLOITATION (A.K.A “CANE”) INVESTIGATIONS & REPORTING - HCBS 5-E

POLICY:

Voyager Home Healthcare LLC will initiate an investigation of all known and alleged acts of CANE by agency employees, including contractors and volunteers, immediately upon witnessing the act or upon receipt of the allegation.

1. GENERAL REPORTING:

- 1.1. Professionals as defined in the law are required to immediately report any belief or evidence of the client being abused, neglected, exploited and/or any other criminal activity that has or may have occurred.
- 1.2. A report shall be made regardless of whether staff suspects that a report may have previously been made.
- 1.3. Reports of Adult Abuse shall be made to:

1.3.1. **El Paso County Adult Protective Services Phone: (719) 444-5755**

2. PROCEDURE:

- 2.1. The agency will contact El Paso County Adult Protective Services at 719-444-5755 and/or 911 if appropriate to make an CANE verbal report and to collect a verbal report tracking number.
- 2.2. Information related to the suspected abuse and/or neglect is communicated to the members of the interdisciplinary team. All personnel are to report all incidents of suspected client abuse and/or neglect to the Administrator and or Clinical Director, and/or Designee who will conduct an initial investigation. The designated person will ensure:
 - 2.2.1. Document the investigation and submit documentation to the appropriate authorities.
 - 2.2.2. Assure that patient is not in immediate danger of being exposed to further abuse.
 - 2.2.3. Report suspected abusers to the appropriate authorities, ie., licensing certified boards.
 - 2.2.4. Attempt follow-up with the appropriate authorities to ensure that the situation is rectified.
 - 2.2.5. Maintain confidentiality of the report.

3. TRAINING:

- 3.1. New staff shall receive this training as part of their initial training/orientation and on an annual basis. Staff will be provided this policy to review, and acknowledge as part of their training.
- 3.2. Staff shall be informed that the staff person who conducts the screening and/or who has cause to suspect a CANE situation occurred, is legally responsible for reporting. A joint report may be made with the Supervisor.

CANE VERBAL REPORT

**CANE = CRIMINAL ACTIVITY, ABUSE, NEGLECT,
EXPLOITATION**

Patient's Name: _____

Date: _____ Medical Record # _____

Patient's Age _____

Staff person conducting screening: _____

Reports of Adult Abuse shall be made to:

- El Paso County Adult Protective Services at (719) 444-5700 or 1-844-CO4KIDS

Report made _____ YES _____ NO

Date: _____

Tracking Number of CANE Report # : _____

Name of person who received report (optional): _____

Phone number of contact (when applicable): _____

Colorado Department of Human Services

Report made _____ YES _____ NO

Date: _____

Name of person who received report (optional): _____

Phone number of contact (when applicable): _____

OUTCOME: _____



HCBS Provider Critical Incident Information Form

Today's Date: _____ **Time of Incident:** _____

Case Manager Name: _____

Case Management Agency Name: _____

Client Name: _____

Client Medicaid ID: _____

HCBS Waiver Program: (check one)

- | | |
|--|---|
| <input type="checkbox"/> Children's HCBS | <input type="checkbox"/> Children with Autism |
| <input type="checkbox"/> Persons with Brain Injury | <input type="checkbox"/> Community Mental Health Supports |
| <input type="checkbox"/> Spinal Cord Injury | <input type="checkbox"/> Elderly, Blind & Disabled |
| <input type="checkbox"/> Children with Life Limiting Illness | |

Who reported incident to Case Manager?

Name: _____

Agency and Role: _____

Primary Incident Type: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Death | <input type="checkbox"/> Damage to Client's Property/Theft |
| <input type="checkbox"/> Abuse/Neglect/Exploitation | <input type="checkbox"/> Medication Management |
| <input type="checkbox"/> Serious Injury to Illness of Client | <input type="checkbox"/> Other High Risk Issues |

Date of Incident: ____/____/____

Time of Incident: _____

Location of Incident: (check one)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Alternative Care Facility (ACF) | <input type="checkbox"/> Day Program |
| <input type="checkbox"/> School | <input type="checkbox"/> Hospital |
| <input type="checkbox"/> Personal Residence | <input type="checkbox"/> In Community |
| <input type="checkbox"/> Other _____ | |

Persons Involved in Incident: _____

Was anyone other than the client involved in the incident? ☐ Yes ☐ No
(If yes is selected, complete the section below)

Persons Involved and Role:

- ☐ Family Member
☐ Alleged Participant ☐ Alleged Perpetrator ☐ Witness ☐ Other
- ☐ Personal Care Provider
☐ Alleged Participant ☐ Alleged Perpetrator ☐ Witness ☐ Other
- ☐ Provider Staff
☐ Alleged Participant ☐ Alleged Perpetrator ☐ Witness ☐ Other
- ☐ Co-habitant
☐ Alleged Participant ☐ Alleged Perpetrator ☐ Witness ☐ Other
- ☐ Other _____
☐ Alleged Participant ☐ Alleged Perpetrator ☐ Witness ☐ Other

Description of Incident:

Please complete the items specific to incident type below.

DEATH

Death Type:

- | | |
|---|---|
| <input type="checkbox"/> Suicide | <input type="checkbox"/> Homicide |
| <input type="checkbox"/> Unexpected/Unexplained Death | <input type="checkbox"/> Accidental Death |
| <input type="checkbox"/> Anticipated Death/Natural Causes | <input type="checkbox"/> Other _____ |

ABUSE/NEGLECT/EXPLOITATION

Type of Abuse/Neglect/Exploitation: [check one]

- | | |
|---|--|
| <input type="checkbox"/> Self Neglect | <input type="checkbox"/> Sexual Abuse |
| <input type="checkbox"/> Caregiver Neglect | <input type="checkbox"/> Physical Abuse |
| <input type="checkbox"/> Exploitation | <input type="checkbox"/> Emotional Abuse |
| <input type="checkbox"/> Inability to Give Informed Consent | <input type="checkbox"/> Other _____ |

Source of Abuse/Neglect/Exploitation: [check one]

- | | |
|---|--|
| <input type="checkbox"/> Self | <input type="checkbox"/> Family Member |
| <input type="checkbox"/> Provider Staff | <input type="checkbox"/> Co-Habitant |
| | <input type="checkbox"/> Other _____ |

Did Abuse/Neglect/Exploitation Result in Hospitalization?

- ☐ Yes ☐ No

If Yes is selected, Where was client Hospitalized?

SERIOUS INJURY TO OR ILLNESS OF CLIENT

Serious Injury/Illness Type: [check one]

- | | |
|---|--|
| <input type="checkbox"/> Laceration requiring sutures/staples | <input type="checkbox"/> Serious Burn |
| <input type="checkbox"/> Fracture | <input type="checkbox"/> Skin Wound due to poor care |
| <input type="checkbox"/> Dislocation | <input type="checkbox"/> Suicide Attempt |
| <input type="checkbox"/> Loss of Limb | <input type="checkbox"/> Brain Injury |
| <input type="checkbox"/> Other _____ | |

Cause of Injury/Illness: [check one]

- | | |
|--|--|
| <input type="checkbox"/> Fall | <input type="checkbox"/> Accident |
| <input type="checkbox"/> Medical Condition | <input type="checkbox"/> Treatment Error |
| <input type="checkbox"/> Poor Care | <input type="checkbox"/> Undetermined |
| <input type="checkbox"/> Seizure | <input type="checkbox"/> Other _____ |

Did Serious Injury/Illness Result in Hospitalization?

- ☐ Yes ☐ No

If Yes is selected, where was client Hospitalized?

DAMAGE TO CLIENT'S PROPERTY/THEFT:**Type of Loss:** (check one)

- | | |
|---|--|
| <input type="checkbox"/> Damage to Property | <input type="checkbox"/> Theft of Property |
| <input type="checkbox"/> Deliberate Diversion of Medication | |
| <input type="checkbox"/> Other _____ | |

MEDICATION MANAGEMENT**Name of Medication** _____**Medication Related Event Type:** (check one)

- | | |
|--|--|
| <input type="checkbox"/> Medication Omission | <input type="checkbox"/> Wrong Dose |
| <input type="checkbox"/> Wrong Medication | <input type="checkbox"/> Wrong Time (>1hr. variance) |
| <input type="checkbox"/> Wrong Route of Administration | <input type="checkbox"/> Medication Refused |
| <input type="checkbox"/> Non-Compliance | <input type="checkbox"/> Other _____ |

Reason for Event: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Administration Error | <input type="checkbox"/> Supply Exhausted |
| <input type="checkbox"/> Forgotten | <input type="checkbox"/> Refusal |
| <input type="checkbox"/> Prescription Unfilled | <input type="checkbox"/> Incorrect Chart Entry |
| <input type="checkbox"/> Other _____ | |

Administered by/Set-up by: (check one)

- | | |
|---|---|
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Provider |
| <input type="checkbox"/> Provider Set-up Only | <input type="checkbox"/> Provider Administration Only |
| <input type="checkbox"/> Family Member | <input type="checkbox"/> Other _____ |

Did the Medication Error Result in Hospitalization?

- ☐
- Yes
- ☐
- No

*If Yes is selected, where was client Hospitalized?***OTHER HIGH RISK ISSUES****Risk Issue Type:**

- | | |
|---|---|
| <input type="checkbox"/> Lost/Missing Person | <input type="checkbox"/> Suicidal Ideation/Attempt |
| <input type="checkbox"/> Loss of Home/Eviction | <input type="checkbox"/> Substance Abuse |
| <input type="checkbox"/> Client Fraud | <input type="checkbox"/> Provider Fraud |
| <input type="checkbox"/> Criminal Justice Involvement | <input type="checkbox"/> Critical Service Interruption |
| <input type="checkbox"/> Victim of Crime | <input type="checkbox"/> Abusive/Violent Behavior by Client |
| <input type="checkbox"/> Other _____ | |

Why is this issue of particular risk to this person?

Action Steps Taken:

Mark All That Apply

Mandatory Reports Made:

- ☐ Mandatory Report to Adult Protective Services
Worker taking report: _____
- ☐ Mandatory Report to Child Protective Services
Worker taking report: _____
- ☐ Mandatory Report to Colorado Dept. of Public Health and Environment
Worker taking report: _____

Additional Follow-up:

- ☐ Additional Follow-up with Client
- ☐ Additional Follow-up with Provider(s)
Contact Name/phone: _____
- ☐ Additional Follow-up with Family Member
Contact Name/phone: _____
- ☐ Additional Follow-up with Contractor
Contact Name/phone: _____

Referrals Made:

- ☐ Referred to Law Enforcement
Contact Name/phone: _____
- ☐ Referred to Emergency Department
Contact Name/phone: _____
- ☐ Referred to Ambulance/Paramedics
Contact Name/phone: _____
- ☐ Referred to Fire Department
Contact Name/phone: _____
- ☐ Referred to Mental Health Provider
Contact Name/phone: _____

- ☐ Referred to Primary Care Provider
Contact Name/phone: _____

Notifications Made:

- ☐ Notification to Provider Agency
Contact Name/phone: _____
- ☐ Notification to Advocate/Ombudsman
Contact Name/phone: _____
- ☐ Notification to Client Representative/Guardian
Contact Name/phone: _____
- ☐ Notification to Other: specify _____
Contact Name/phone: _____

Additional Information:

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COLORADO
Department of Health Care
Policy & Financing

HCBS Provider Critical Incident Follow-Up Form

Today's Date: _____

Provider Name: _____

Provider Agency: _____

Case Manager Name: _____

Case Management agency name: _____

Date of Incident: ____ / ____ / ____

Client Name: _____

Medicaid ID #: _____ DOB: ____ / ____ / ____

HCBS Waiver program client is enrolled in: _____

Describe follow-up actions taken in response to incident: _____

Was an investigation of the incident conducted by the provider/provider agency?

☐ Yes ☐ No

If applicable, describe the investigation and findings: _____

Are there additional actions that should be taken to resolve the incident/situation? ☐ Yes ☐ No

VOYAGER HOME HEALTHCARE PERSONAL CARE WORKER/HOMEMAKER JOB DESCRIPTION & TRAINING CURRICULUM/ORIENTATION - Policy 6.11

REPORTS TO: DIRECTOR OF NURSES, SUPERVISED BY SUPERVISOR PCW

POSITION SUMMARY:

Works under the supervision of the Designated Supervising Personal Care Worker (PCW). Provides direct patient care, within the scope of practice of a PCW and/or Homemaker, as assigned by the registered nurse and approved by the Supervising PCW. All orientation will be performed by the designated Supervising PCW.

1. POSITION QUALIFICATIONS:

- 1.1. High school graduation required, unless permission is given by the Director of Nursing, which may be obtained on an individual basis.
- 1.2. Personal Care Worker certification required as obtained through successful completion of an approved program OR
- 1.3. Shall have 6 months experience in home health care within the last 5 years OR
- 1.4. Evidence of sympathetic attitude toward care of the sick
- 1.5. Demonstrated ability to read, write, and carry out directions
- 1.6. Evidence of maturity and ability to deal effectively with job demands
- 1.7. Good verbal and written communications skills required
- 1.8. Participates in professional meetings when directed
- 1.9. Shall have a criminal history check conducted prior to being offered permanent employment with this agency
- 1.10. Is able to work while being closely supervised to ensure competence in providing patient care.
- 1.11. Evidence of being a hard worker without tendencies of laziness.
- 1.12. Workers must have a valid First Aid Certificate, that must be up-to-date, if such a certificate expires the employee will be pulled off the case.

2. Training:

- 2.1. All HOMEMAKER/PCW's agree that if they do not already have a PCW certification, that they will obtain a PCW certification at their own expense, within three months of starting their position at our company, otherwise they agree their position with our company is forfeit after this time has expired. The PCW training program must be approved by Voyager.
- 2.2. All skills below must be evaluated and approved by the Supervising PCW. The Supervising PCW has the authority to train/orientate the new employee on these skills

and must then supervise the new employee until competency is observed and approved before the new employee may start care with the client.

- 2.3. Voyager has an established process for standardized, step-by-step observation and evaluation of Homemaker/PCW competency, by the Supervising PCW, in the following subject areas prior to the assignment of tasks, requiring direct observation and/or verbal proof of the following skills:

- 2.3.1. Employee duties and responsibilities;
- 2.3.2. A description of the services provided by the agency;
- 2.3.3. The differences in personal care, nurse aide care and health care in the home including limiting factors for the provision of personal care;
- 2.3.4. Consumer rights including freedom from abuse or neglect, and confidentiality of consumer records, personal, financial and health information;
- 2.3.5. Hand washing and infection control;
- 2.3.6. Assignment and supervision of services;
- 2.3.7. Observation, reporting and documentation of consumer status and the service furnished;
- 2.3.8. Emergency response policies and emergency contact numbers for the agency and for the individual consumer assigned;
- 2.3.9. Training and competency evaluation of appropriate and safe techniques in all personal care tasks for each assigned task to be conducted before completion of initial training.

3. **Training within the first 45 days of employment shall be provided, in addition to orientation, which can include self-study courses with demonstration of learned concepts, and are applicable to the employee's responsibilities. Initial training shall include, but is not limited to:**

- 3.1. Communication skills with consumers such as those who have a hearing deficit, dementia, or other special needs;
- 3.2. Appropriate training in accordance with the needs of special needs populations served by the agency including communication and behavior management techniques;
- 3.3. Appropriate and safe techniques in personal care tasks prior to assignment. Areas include bathing, skin care, hair care, nail care, mouth care, shaving, dressing, feeding, assistance with ambulation, exercises and transfers, positioning, bladder care, bowel care, medication reminding, homemaking tasks, and protective oversight;
- 3.4. Recognizing emergencies and knowledge of emergency procedures including basic first aid, home and fire safety;
- 3.5. The role of, and coordination with, other community service providers; and

- 3.6. Maintenance of a clean, safe and healthy environment, including appropriate cleaning techniques and sanitary meal preparation.
- 4. **Initial orientation or training shall not be required under the following circumstances:**
 - 4.1. A returning employee meets all of the following conditions:
 - 4.1.1. The employee completed Voyager's required training and competency assessment at the time of initial employment,
 - 4.1.2. The employee successfully completed Voyager's required competency assessment at the time of rehire or reactivation,
 - 4.1.3. The employee did not have performance issues directly related to consumer care and services in the prior active period of employment, and
 - 4.1.4. All orientation, training and personnel action documentation is retained in the personnel files.
 - 4.2. An employee with proof of current healthcare related licensure or certification is exempt from initial training in the provision of personal care tasks if such training is recognized as included in the training for that health discipline. Voyager shall provide orientation and perform a competency evaluation to ensure the employee is able to appropriately perform all personal care tasks.
 - 4.3. An employee moving from one office to another office in Voyager, if previous training is documented and the offices have the same orientation and training procedures.
- 5. **Voyager will ensure that the individuals who furnish personal care services on its behalf are competent to carry out all assigned tasks in the consumer's place of residence.**
 - 5.1. Prior to assignment, the Voyager manager or supervisor shall conduct a proof of competency evaluation involving the tasks listed below, along with any other tasks that require specific hands-on application.
 - 5.1.1. Bathing,
 - 5.1.2. Skin care,
 - 5.1.3. Hair care,
 - 5.1.4. Nail care,
 - 5.1.5. Mouth care,
 - 5.1.6. Shaving,
 - 5.1.7. Dressing,
 - 5.1.8. Feeding,
 - 5.1.9. Assistance with ambulation,
 - 5.1.10. Exercise and transfers,
 - 5.1.11. Positioning,
 - 5.1.12. Bladder and bowel care, and

- 5.1.13. Medication reminding.
- 5.2. Performance of the ability to assist in the use of specific adaptive equipment if the worker will be assisting consumers who use the device.
- 6. **Voyager shall ensure that ongoing supervisory and direct care staff training occurs and shall consist of at least six (6) topics applicable to the agency's services every 12 months after the starting date of employment or calendar year. The training requirement shall be prorated in accordance with the number of months the employee was actively working for Voyager. Training shall include, but is not limited to, the following items:**
 - 6.1. Behavior management techniques and the promotion of consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements.
 - 6.2. Disaster and emergency procedures.
 - 6.3. Infection control using universal precautions.
 - 6.4. Basic first aid and home safety.
- 7. **Training documentation**
 - 7.1. All training shall be documented.
 - 7.1.1. Classroom type training shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature.
 - 7.1.2. On-line or self-study training shall be documented with information as to the content of the training and the entity that offered or produced the training.
- 8. **Supervision:**
 - 8.1. Provide on-site supervision at a minimum of every three (3) months and include an assessment of consumer satisfaction with services and the personal care worker's adherence to the service plan.
 - 8.2. Supervisory visits will be conducted by the certified PCW supervisor who will evaluate the homemaker/PCW skills.

THE DUTIES OF THE PERSONAL CARE WORKERS MAY INCLUDE THE FOLLOWING:

- 1. Observation and maintenance of the home environment that ensures the safety and security of the consumer.
- 2. Assistance with household chores including cooking and meal preparation, cleaning, and laundry.
- 3. Assistance in completing activities such as shopping, and appointments outside the home.

4. Companionship including, but not limited to, social interaction, conversation, emotional reassurance, encouragement of reading, writing and activities that stimulate the mind.
5. Assistance with activities of daily living, personal care and any other assignments as included in the service plan.
6. Completion of appropriate service notes regarding service provision each visit. Documentation shall contain services provided, date and time in and out, and a confirmation that care was provided. Such confirmation shall be according to agency policy.

In order to delineate the types of services that can be provided by a personal care worker, the following are examples of limitations where skilled home health care would be needed to meet higher needs of the consumer.

1. Skin care. A personal care worker may perform general skin care assistance. A personal care worker may perform skin care only when skin is unbroken, and when any chronic skin problems are not active. The skin care provided by a personal care worker shall be preventative rather than therapeutic in nature and may include the application of non-medicated lotions and solutions, or of lotions and solutions not requiring a physician's prescription. Skilled skin care includes wound care other than basic first aid, dressing changes, application of prescription medications, skilled observation and reporting. Skilled skin care should be provided by an agency licensed to provide home health services.
2. Ambulation. A personal care worker may generally assist consumers with ambulation who have the ability to balance and bear weight. If the consumer has been determined by a health professional to be independent with an assistive device, a personal services worker may be assigned to assist with ambulation.
3. Bathing. A personal care worker may assist consumers with bathing. When a consumer has skilled skin care needs or skilled dressings that will need attention before, during or after bathing, the consumer should be in the care of an agency licensed to provide home health services.
4. Dressing. A personal care worker may assist a consumer with dressing. This may include assistance with ordinary clothing and application of support stockings of the type that can be purchased without a physician's prescription. A personal care worker shall not assist with application of an ace bandage and anti-embolic or pressure stockings that can be purchased only with a physician's prescription.
5. Exercise. A personal care worker may assist a consumer with exercise. However, this does not include assistance with a plan of exercise prescribed by a licensed health care professional. A worker may remind the consumer to perform ordered exercise program. Assistance with exercise that can be performed by a personal care worker is limited to the encouragement of normal bodily movement, as tolerated, on the part of the consumer and encouragement with a prescribed exercise program. A personal care worker shall not perform passive range of motion.
6. Feeding. Assistance with feeding may generally be performed by a personal service worker. Personal care workers can assist consumers with feeding when the consumer can independently chew and swallow without difficulty and be positioned upright. Unless otherwise allowed by statute, assistance by a personal care worker does not include syringe, tube feedings and

intravenous nutrition. Whenever there is a high risk that the consumer may choke as a result of the feeding the consumer should be in the care of an agency licensed to provide home health services.

7. Hair care. As a part of the broader set of services provided to consumers who are receiving personal services, personal care workers may assist consumers with the maintenance and appearance of their hair. Hair care within these limitations may include shampooing with non-medicated shampoo or shampoo that does not require a physician's prescription, drying, combing and styling of hair.
8. Mouth care. A personal care worker may assist and perform mouth care. This may include denture care and basic oral hygiene. Mouth care for consumers who are unconscious, have difficulty swallowing or are at risk for choking and aspiration should be performed by an agency licensed to provide home health services.
9. Nail care. A personal care worker may assist generally with nail care. This assistance may include soaking of nails, pushing back cuticles without utensils, and filing of nails. Assistance by a personal care worker shall not include nail trimming. Consumers with a medical condition that might involve peripheral circulatory problems or loss of sensation should be under the care of an agency licensed to provide home health services to meet this need.
10. Positioning. A personal care worker may assist a consumer with positioning when the consumer is able to identify to the personal care staff, verbally, nonverbally or through others, when the positions needs to be changed and only when skilled skin care, as previously described, is not required in conjunction with the positions. Positioning may include simple alignment in a bed, wheelchair, or other furniture.
11. Shaving. A personal care worker may assist a consumer with shaving only with an electric or a safety razor.
12. Toileting. A personal care worker may assist a consumer to and from the bathroom, provide assistance with bedpans, urinals and commodes; pericare, or changing of clothing and pads of any kind used for the care of incontinence.
13. A personal care worker may empty urinary collection devices, such as catheter bags. In all cases, the insertion and removal of catheters and care of external catheters is considered skilled care and shall not be performed by a personal care worker.
14. A personal care worker may empty ostomy bags and provide assistance with other consumer-directed ostomy care only when there is no need for skilled skin care or for observation or reporting to a nurse. A personal care worker shall not perform digital stimulation, insert suppositories or give an enema.
15. Transfers. A personal care worker may assist with transfers only when the consumer has sufficient balance and strength to reliably stand and pivot and assist with the transfer to some extent. Adaptive and safety equipment may be used in transfers, provided that the consumer and personal care worker are fully trained in the use of the equipment and the consumer, consumer's family member or guardian can direct the transfer step by step. Adaptive equipment may include, but is not limited to wheelchairs, tub seats and grab bars. Gait belts may be used in a transfer as a safety device for the personal care worker as long as the worker has been properly trained in its use.
 - 15.1. A personal care worker shall not perform assistance with transfers when the consumer is unable to assist with the transfer. Personal care workers, with training and demonstrated competency, may assist a consumer in a transfer involving a lift device.
 - 15.2. A personal care worker may assist the informal caregiver with transferring the consumer provided the consumer is able to direct and assist with the transfer.

16. Medication Assistance. Unless otherwise allowed by statute, a personal care worker may assist a consumer with medication only when the medications have been preselected by the consumer, a family member, a nurse, or a pharmacist, and are stored in containers other than the prescription bottles, such as medication minders. Medication minder containers shall be clearly marked as to day and time of dosage and reminding includes: inquiries as to whether medications were taken; verbal prompting to take medications; handing the appropriately marked medication minder container to the consumer; and, opening the appropriately marked medication minder container for the consumer if the consumer is physically unable to open the container. These limitations apply to all prescription and all over-the-counter medications. Any irregularities noted in the pre-selected medications such as medications taken too often, not often enough or not at the correct time as marked in the medication minder container, shall be reported immediately by the personal care worker to the supervisor.
17. Respiratory care is considered skilled care and shall not be performed by a personal care worker. Respiratory care includes postural drainage, cupping, adjusting oxygen flow within established parameters, nasal, endotracheal and tracheal suctioning.
 - 17.1. Personal care workers may temporarily remove and replace a cannula or mask from the consumer's face for the purposes of shaving, washing a consumer's face.
 - 17.2. Personal care workers may set a consumer's oxygen flow according written instruction when changing tanks, provided the personal care worker has been specifically trained and demonstrated competency for this task.
18. Accompaniment. Accompanying the consumer to medical appointments, banking errands, basic household errands, clothes shopping, grocery shopping or other excursions to the extent necessary and as specified on the service plan may be performed by the personal care worker when all the care that is provided by the personal care staff in relation to the trip is unskilled personal care, as described in these regulations.
19. Protective oversight. A personal care worker may provide protective oversight including stand-by assistance with any personal care task described in these regulations. When the consumer requires protective oversight to prevent wandering, the personal care worker shall have been trained in appropriate intervention and redirection techniques.
20. Respite care and companionship. A personal care worker may provide respite and companionship in the consumer's home according to the service plan as long as the necessary provision of services during this time does not include skilled home health services as described in this regulation.
21. Housekeeping services. A personal care worker may provide housekeeping services, such as dusting, vacuuming, mopping, cleaning bathroom and kitchen areas, meal preparation, dishwashing, linen changes, laundry and shopping in accordance with the service contract. Where meal preparation is provided, the personal care worker should receive instruction regarding any special diets required to be prepared.

In addition to the exclusions prescribed in the preceding section, the agency shall not allow personal care workers to:

1. Perform skilled home health services

2. Perform or provide medication set-up for a consumer
3. Perform other actions specifically prohibited by agency policy, regulations or law

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature: _____

Date: _____

VOYAGER HOME HEALTHCARE JOB DESCRIPTION

ADMINISTRATOR - Policy 6.11

POSITION SUMMARY:

- The Administrator shall assume authority for the operation of the agency's health care and admin services. including but not limited to:

POSITION QUALIFICATIONS:

1. Including but not limited to:
 - 1.1. Organizing and directing the agency's ongoing functions;
 - 1.2. Employing qualified personnel and ensure appropriate ongoing education and supervision of personnel and volunteers;
 - 1.3. Ensuring the accuracy of public information materials and activities;
 - 1.4. Implementing a budgeting and accounting system; and
 - 1.5. Designating a qualified alternate administrator to act in the administrator's absence.
 - 1.5.1. The administrator shall:
 - 1.5.1.1. Be at least 21 years of age,
 - 1.5.1.2. Be a licensed physician, registered nurse or other licensed healthcare professional, or have experience and education in health service administration,
 - 1.5.1.3. Be qualified by education, knowledge and experience to oversee the services provided, and CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 35
 - 1.5.1.4. Have at least two years healthcare or health service administration experience with at least one year of supervisory experience in home care or a closely related health program.
- 1.6. The administrator shall have the overall responsibility to ensure the following:
 - 1.6.1. The agency's skilled health services are in compliance with all applicable federal, state and local laws,
 - 1.6.2. The completion, maintenance and submission of such reports and records as required by the department,
 - 1.6.3. Ongoing liaison with the governing body, staff members and the community,
 - 1.6.4. A current organizational chart to show lines of authority down to the consumer level,
 - 1.6.5. The management of the business affairs and the overall operation of the agency,
 - 1.6.6. Maintenance of appropriate personnel records, financial and administrative records and all policies and procedures of the agency,
 - 1.6.7. Employment of qualified personnel in accordance with written job descriptions,
 - 1.6.8. Orientation of new staff, regularly scheduled in-service education programs and opportunities for continuing education for the staff,
 - 1.6.9. Designate in writing the qualified staff member to act in the absence of the

- administrator, and
- 1.6.10. Availability of the administrator or designee at all hours employees are providing services, at minimum, any eight (8) hour period between 7 a.m. and 7 p.m. Monday through Friday.
- 1.6.11. Marketing, advertising and promotional information accurately represents the HCA and addresses the care, treatment and services that the HCA can provide directly or through contractual arrangement.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION ALTERNATIVE ADMINISTRATOR - Policy 6.11

POSITION SUMMARY:

- The Alternative Administrator shall assume authority for the operation of the agency's health care and admin services. including but not limited to:

POSITION QUALIFICATIONS:

1. Including but not limited to:
 - 1.1. Organizing and directing the agency's ongoing functions;
 - 1.2. Employing qualified personnel and ensure appropriate ongoing education and supervision of personnel and volunteers;
 - 1.3. Ensuring the accuracy of public information materials and activities;
 - 1.4. Implementing a budgeting and accounting system; and
 - 1.4.1. The Alternative Administrator shall:
 - 1.4.1.1. Be at least 21 years of age,
 - 1.4.1.2. Be a licensed physician, registered nurse or other licensed healthcare professional, or have experience and education in health service administration,
 - 1.4.1.3. Be qualified by education, knowledge and experience to oversee the services provided, and CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 35
 - 1.4.1.4. Have at least two years healthcare or health service administration experience with at least one year of supervisory experience in home care or a closely related health program.
- 1.5. The Alternative Administrator shall have the overall responsibility to ensure the following:
 - 1.5.1. The agency's skilled health services are in compliance with all applicable federal, state and local laws,
 - 1.5.2. The completion, maintenance and submission of such reports and records as required by the department,
 - 1.5.3. Ongoing liaison with the governing body, staff members and the community,
 - 1.5.4. A current organizational chart to show lines of authority down to the consumer level,
 - 1.5.5. The management of the business affairs and the overall operation of the agency,
 - 1.5.6. Maintenance of appropriate personnel records, financial and administrative records and all policies and procedures of the agency,
 - 1.5.7. Employment of qualified personnel in accordance with written job descriptions,
 - 1.5.8. Orientation of new staff, regularly scheduled in-service education programs and

- opportunities for continuing education for the staff,
- 1.5.9. Designate in writing the qualified staff member to act in the absence of the Alternative Administrator, and
 - 1.5.10. Availability of the Alternative Administrator or designee at all hours employees are providing services, at minimum, any eight (8) hour period between 7 a.m. and 7 p.m. Monday through Friday.
 - 1.5.11. Marketing, advertising and promotional information accurately represents the HCA and addresses the care, treatment and services that the HCA can provide directly or through contractual arrangement.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION CERTIFIED NURSING ASSISTANT (CNA) - Policy 6.11

REPORTS TO: DIRECTOR OF NURSES

POSITION SUMMARY:

Works under the supervision of the Director of Nursing or designated registered nurse. Provides direct patient care, within the scope of practice of a CNA, as assigned by the registered nurse.

POSITION QUALIFICATIONS:

- High school graduation required, unless permission is given by the Director of Nursing, which may be obtained on an individual basis.
- Certified Nursing Assistant License approved by the state board of Colorado obtained through successful completion of an approved CNA course/successful passing of all state tests/requirements.
- Active CNA license that can be verified by the Colorado Division of Professions and Occupations.
- Shall have 6 months experience in home health care within the last 5 years OR
- Evidence of sympathetic attitude toward care of the sick.
- Demonstrated ability to read, write, and carry out directions.
- Evidence of maturity and ability to deal effectively with job demands.
- Good verbal and written communications skills required.
- Participates in professional meetings when directed.
- Shall have a criminal history check conducted prior to being offered permanent employment with this agency.
- Is able to work closely supervised to ensure competence in providing patient care.
- Evidence of being a hard worker without tendencies of laziness.
- Ability to perform tasks involving physical activity, which may include heavy lifting and extensive bending and standing.
- Is able to provide proficient and accurate observations, reporting, and documentation of a client's status and the care or services furnished.
- Is able to proficiently and accurately perform and record vital signs.
- Is able to proficiently and accurately perform.
 - Basic infection control procedures and instruction on universal precautions.
 - Basic elements of body functions and changes in body function that must be reported to the supervisor.
 - Maintenance of a clean, healthy, and safe environment.
 - Recognizing emergencies and knowledge of emergency procedures.
 - The physical, emotional, and developmental needs of the client, including the need for respect of the client and his or her privacy and property.

- The ability to perform all roles and tasks that are within the scope of practice of a CNA. Including providing physical and personal care to the clients, based on their needs, and your scope of practice.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

Voyager JOB DESCRIPTION DIRECTOR OF NURSING (DON) - Policy 6.11

POSITION SUMMARY:

- The Director of Nursing (DON) shall assume authority for the operation of the agency's skilled health services. including but not limited to:

POSITION QUALIFICATIONS:

1. Including but not limited to:
 - 1.1. Organizing and directing the agency's ongoing functions;
 - 1.2. Employing qualified personnel and ensure appropriate ongoing education and supervision of personnel and volunteers;
 - 1.3. Ensuring the accuracy of public information materials and activities;
 - 1.4. Implementing a budgeting and accounting system; and
 - 1.4.1. The Director of Nursing shall:
 - 1.4.1.1. Be at least 21 years of age,
 - 1.4.1.2. Be a licensed registered nurse,
 - 1.4.1.3. Be qualified by education, knowledge and experience to oversee the services provided, and CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 35
 - 1.4.1.4. Have at least two years healthcare or health service administration experience with at least one year of supervisory experience in home care or a closely related health program.
- 1.5. The Director of Nursing shall have the overall responsibility to ensure the following:
 - 1.5.1. The agency's skilled health services are in compliance with all applicable federal, state and local laws,
 - 1.5.2. The completion, maintenance and submission of such reports and records as required by the department,
 - 1.5.3. Ongoing liaison with the governing body, staff members and the community,
 - 1.5.4. A current organizational chart to show lines of authority down to the consumer level,
 - 1.5.5. The management of the business affairs and the overall operation of the agency,
 - 1.5.6. Maintenance of appropriate personnel records, financial and administrative records and all policies and procedures of the agency,
 - 1.5.7. Employment of qualified personnel in accordance with written job descriptions,
 - 1.5.8. Orientation of new staff, regularly scheduled in-service education programs and opportunities for continuing education for the staff,
 - 1.5.9. Designate in writing the qualified staff member to act in the absence of the Director of Nursing , and
 - 1.5.10. Availability of the Director of Nursing or designee at all hours employees are

providing services, at minimum, any eight (8) hour period between 7 a.m. and 7 p.m. Monday through Friday.

- 1.5.11. Marketing, advertising and promotional information accurately represents the HCA and addresses the care, treatment and services that the HCA can provide directly or through contractual arrangement.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION REGISTERED NURSE (RN) - Policy 6.11

REPORTS TO: DIRECTOR OF NURSES

POSITION SUMMARY:

Works under the supervision of the Director of Nursing. Provides direct patient care, within the scope of practice of a Licensed Professional Nurse.

PHYSICAL QUALIFICATIONS:

- Must be able to hear and speak in a manner understood by most persons.
- Must be able to travel to prospective patient's place of residence.
- Must be able to stoop and bend; must be able to lift and transfer patients.

POSITION QUALIFICATIONS:

- Skilled nursing services
 - The registered nurse must be qualified for and shall be responsible for the following:
 - The initial evaluation visit,
 - Regularly reevaluating the consumer's nursing needs,
 - Initiating the plan of care and necessary revisions,
 - Furnishing those services requiring substantial and specialized nursing skill,
 - Initiating appropriate preventive and rehabilitative nursing procedures,
 - Preparing clinical notes, coordinating services, and informing the physician and other personnel of changes in the consumer's condition and needs,
 - Counseling the consumer and family in meeting nursing and related needs, and
 - Participating in in-service programs, supervising and teaching other nursing personnel.
 - Being a competent professional.
 - Follow all Federal, State, and Local laws, including the company's policies.
- Code of Colorado Regulations 39
 - The licensed practical nurse shall be responsible for the following:
 - Furnishing services in accordance with agency policies,
 - Preparing clinical notes,
 - Assisting the physician, intermediate care provider and registered nurse in performing specialized procedures.
 - Preparing equipment and materials for treatments, observing aseptic technique as required, and
 - Assisting the consumer in learning appropriate self-care techniques

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION PATIENT COORDINATOR - Policy 6.11

REPORTS TO: DIRECTOR OF NURSES

POSITION SUMMARY:

- The Patient Coordinator shall assume authority for the operation of the agency's health care and admin services. including but not limited to:

POSITION QUALIFICATIONS:

1. Including but not limited to:
 - 1.1. Organizing and directing the agency's ongoing functions;
 - 1.2. Employing qualified personnel and ensure appropriate ongoing education and supervision of personnel and volunteers;
 - 1.3. Ensuring the accuracy of public information materials and activities;
 - 1.4. Implementing a budgeting and accounting system; and
 - 1.4.1. The Patient Coordinator shall:
 - 1.4.1.1. Be at least 21 years of age,
 - 1.4.1.2. Be a licensed physician, registered nurse or other licensed healthcare professional, or have experience and education in health service administration,
 - 1.4.1.3. Be qualified by education, knowledge and experience to oversee the services provided, and CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 35
 - 1.4.1.4. Have at least two years healthcare or health service administration experience with at least one year of supervisory experience in home care or a closely related health program.
- 1.5. The Patient Coordinator shall have the overall responsibility to ensure the following:
 - 1.5.1. The agency's skilled health services are in compliance with all applicable federal, state and local laws,
 - 1.5.2. The completion, maintenance and submission of such reports and records as required by the department,
 - 1.5.3. Ongoing liaison with the governing body, staff members and the community,
 - 1.5.4. A current organizational chart to show lines of authority down to the consumer level,
 - 1.5.5. The management of the business affairs and the overall operation of the agency,
 - 1.5.6. Maintenance of appropriate personnel records, financial and administrative records and all policies and procedures of the agency,
 - 1.5.7. Employment of qualified personnel in accordance with written job descriptions,
 - 1.5.8. Orientation of new staff, regularly scheduled in-service education programs and opportunities for continuing education for the staff,

- 1.5.9. Designate in writing the qualified staff member to act in the absence of the Patient Coordinator, and
- 1.5.10. Availability of the Patient Coordinator or designee at all hours employees are providing services, at minimum, any eight (8) hour period between 7 a.m. and 7 p.m. Monday through Friday.
- 1.5.11. Marketing, advertising and promotional information accurately represents the HCA and addresses the care, treatment and services that the HCA can provide directly or through contractual arrangement.

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION BILLING/PAYROLL SPECIALIST - Policy 6.11

REPORTS TO: DIRECTOR OF NURSES

POSITION SUMMARY:

The Billing/Payroll Specialist shall assume authority for the operation of the agency's billing and payroll. including but not limited to:

POSITION QUALIFICATIONS:

1.

Including but not limited to:

1.1. High school graduation required; unless given permission by Director of Nursing

1.2. Shall have at least 6 months of experience;

1.3. Demonstrate the ability to read, write and carry out directions;

1.4. Evidence of maturity and ability to deal correctly with job demands;

1.5. Participates in professional meetings when directed

1.6. Shall have a criminal history check conducted prior to being offered permanent employment with this agency

1.7. Is able to work while being closely supervised to ensure competence in providing patient care.

1.8. The Billing/Payroll Specialist shall have the overall responsibility to ensure the following:

1.8.1. The agency's skilled health services are in compliance with all applicable federal, state and local laws,

1.8.2. The completion, maintenance and submission of such reports

1.8.3. Check the data input in the accounting system to ensure accuracy of final bill

1.8.4. Prepare and Process Billing for Medicaid patients

1.8.5. Process Payroll based on hours billed

1.8.6. Enroll new employees for direct deposit

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

VOYAGER HOME HEALTHCARE JOB DESCRIPTION ADMINISTRATIVE ASSISTANT/SECRETARY - Policy 6.11

REPORTS TO: DIRECTOR OF NURSING, ADMINISTRATION

POSITION SUMMARY:

Works under the supervision of the Director of Nursing and Administrator. Provides direct assistance, as assigned by the Director of Nursing and Administrator.

POSITION QUALIFICATIONS:

- 1.1. High school graduation required, unless permission is given by the Director of Nursing, which may be obtained on an individual basis.
- 1.2. Demonstrated ability to read, write, and carry out directions
- 1.3. Evidence of maturity and ability to deal effectively with job demands
- 1.4. Good verbal and written communications skills required
- 1.5. Participates in professional meetings when directed
- 1.6. Shall have a criminal history check conducted prior to being offered permanent employment with this agency
- 1.7. Is able to work while being closely supervised to ensure competence in providing patient care.
- 1.8. Evidence of being a hard worker without tendencies of laziness.

JOB DESCRIPTIONS:

1. Clerical tasks, such as New Hire Paperwork
2. Social Media postings
3. Marketing for any of the businesses related to Voyager Home Health Care
4. Any additional tasks assigned from Director of Nursing and/ or Administrator

Acknowledgement:

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

PERSONNEL RECORDS AND POLICIES - 6.11

POLICY:

6.11 Personnel Records and Policies

1. Voyager (Voyager) policy directs any program or service offered by Voyager directly or under arrangement is provided in accordance with the plan of care and Voyager policy and procedures.
 - 1.1. Voyager has defined the required competence, qualifications, and experience of staff in each program or service it provides.
 - 1.2. Personnel policies are given to all full and part-time employees upon hire.
2. Personnel records for all employees include references, dates of employment and separation from the agency, and the reason for separation, all of these records will be stored in our online secured database. Personnel records for all employees also include:
 - 2.1. Qualifications and licensure that are kept current.
 - 2.1.1. Qualifications include confirmation of type and depth of experience, advanced skills, training and education; and appropriate, detailed and observed competency evaluation (will be documented on our electronic management system) and written testing overseen by a person with the same or higher validated qualifications (will be documented on our electronic management system).
 - 2.2. Orientation to the agency (will be documented on our electronic management system),
 - 2.3. Job descriptions for all positions assigned by the agency, and
 - 2.4. Annual performance evaluation for each employee.
3. Before employing any individual to provide direct consumer care or services, Voyager shall contact the Colorado Department of Regulatory Agencies (DORA) to verify whether a license, registration or certification exists and is in good standing. a copy of the inquiry shall be placed in the individual's personnel file. Link below.
 - 3.1. <https://www.colorado.gov/dora/licensing/Lookup/LicenseLookup.aspx>

***I have reviewed my job description and agree that I am able and willing to perform all the duties mentioned, and that I will perform my duties up to Voyager's Standards; I understand that my job duties may change as the needs of the agency change. I further agree to notify my immediate supervisor if I am unable to complete any of my job duties in a timely manner.**

Employee's Signature

Date

EMERGENCY PREPAREDNESS PLAN POLICY -

6.12

POLICY:

It is the policy of Voyager Home Health LLC (Voyager) to provide a plan that will ensure continuity of care for all patients during severe weather, disaster conditions and staff shortages, or dissolution of services.

1. This is Voyager's written emergency preparedness plan that is designed to manage consumers' care and services in response to the consequences of natural disasters or other emergencies that disrupt the agency's ability to provide care and services, or threatens the lives or safety of its consumers.
2. Voyager's Emergency Preparedness plan includes:
 - 2.1. Provisions for the management of all staff who are designated to be involved in emergency measures, including the assignment of responsibilities and functions. All staff shall be informed of their duties and be responsible for implementing the emergency preparedness plan.
 - 2.2. Education for consumers, caregivers and families on how to handle care and treatment, safety and/or well-being during and following instances of natural disasters (tornado, flood, blizzard, fire, etc, and other disasters or other similar situations appropriate to the needs of the consumer) will be performed during the consumer's first visit. This education will be individualized for the consumer's own home and or living situation.
 - 2.3. Adequate staff education on emergency preparedness will be performed during orientation so that staff safety is assured.
3. Voyager shall review its emergency preparedness plan after any incident response and on an annual basis, and incorporate into policy any substantive changes.

Conditions that may necessitate the implementation of the Emergency Plan include but are not limited to the following:

1. Severe weather such as tornado, flood, blizzard and fire.

PROCEDURE:

1. Disaster Situations:
 - 1.1. All patients admitted to service will be classified according to level of acuity to determine the order in which visits should be made during an emergency situation, as stated in the disaster Classification Policy.
 - 1.2. All reasonable efforts will be made to prevent missed visits.
 - 1.3. Visits may be made later in the day, rescheduled for another day or patients may be transferred to another agency if agency personnel will not be able to provide services at the frequency required by the patient's medical condition.
 - 1.4. The agency will not be responsible for evacuation of patients.
 - 1.5. Patients will be instructed to keep equipment fully charged when not in use, advised to listen to the local radio station during an emergency and to keep an adequate supply of medications available at all times during severe weather seasons.
 - 1.6. The patient will be given the telephone numbers to pertinent emergency agencies that may need to be used in case there is a need for evacuation and/or emergency transportation during a disaster.

Local Numbers Include:

For an Emergency	911
Poison Control Center, Local	719-776-5333
Colorado Springs Police and Fire, 24 Hour Non-emergency	719-444-7000
American Medical Response, Non-emergency	719-636-2333
Colorado Springs Police Department	719-444-7000
Colorado Springs Utilities	719-448-4800
El Paso County Public Health	719-578-3199

2. The DON, Administrator or their Designee will be responsible for initiating the Emergency Preparedness Plan during severe weather, staff shortages or a disaster. He/she will assure that all clinical activities are coordinated and prioritized to maintain the safety of staff and patients.
 - 2.1. At the onset of an emergency situation the DON or Administrator will notify key agency staff to initiate the Emergency Preparedness Plan by contacting the staff and patients who may be affected by the emergency.
 - 2.2. Safety of the patients and staff will be the priority of Voyager.

- 2.3. If the emergency is weather-related staff and patients will be notified and advised to seek shelter until notified further.
- 2.4. The staff will be advised to report to the agency as soon as possible after the emergency to receive instructions on continuation of services. In the event of the loss of normal telephone services, mobile or cellular telephones will be utilized to maintain contact.
3. The following guidelines will be utilized when planning for emergency situations:
 - 3.1. The DON will be responsible for deciding if a treatment already in progress should be discontinued.
 - 3.2. The DON shall be responsible for determining treatment schedules until conditions are safe.
 - 3.3. Patient's will be instructed on what supplies and equipment should be on hand during severe weather seasons and what items should be transported with them during an evacuation.
 - 3.4. Staff members will receive instructions on the appropriate response once the Emergency Preparedness Plan has been instituted.
 - 3.5. If the emergency should occur in the agency or the patient's home the staff present should activate the emergency unit by dialing 911.
 - 3.6. All patients will be instructed on the use of the emergency response process.

QAPI MONITORING:

1. The QAPI department will monitor the effectiveness of the Emergency Preparedness program as related to the following: and will forward a written report to the Government Board.
 - 1.1. What situations precipitated the need for instituting the plan?
 - 1.1.1. Staff's response to the plan and the ease of following the plan
 - 1.1.2. Problems encountered/interventions and response
 - 1.1.3. Patient feedback
 - 1.1.4. Opportunities for improvement identified during the process
2. The Governing Board will be notified immediately if a flaw in the process has or will occur that places the patients or staff at risk of harm.

Emergency Triage Classification Policy

1. Our policy lists our consumers into Emergency Triage Classifications based upon their care needs to know which consumer's need to be safely provided for and/or transferred, and in which order. Each patient will be placed in a four category triage classifications in our protected virtual consumer database during consumer admission, and/or when consumers health needs changes. This Data will guide us in an emergency.
2. Below are the Emergency Triage Classification lists that the consumer will be placed in.
 - 2.1. **Life threatening** (or potential) and requires ongoing medical treatment. When necessary, appropriate arrangements for evacuation to an acute care facility will be made.

- 2.2. **Not life threatening but would suffer severe adverse effects** from interruption of services (i.e., daily insulin, IV medications, sterile wound care of a wound with a large amount of drainage.)
- 2.3. **Visits could be postponed 24-48 hours** without adverse effects (i.e., new insulin dependent diabetic able to self inject, sterile wound care with a minimal amount to no drainage)
- 2.4. **Visits could be postponed 72-96 hours** without adverse effects (i.e., post op without open wound, anticipated discharge within the next 10-14 days, routine catheter changes)

Education for consumers, caregivers and families on:

1. How to handle care and treatment, safety and/or well-being during and following instances of natural emergencies:
 - 1.1. **Tornado**
 - 1.1.1. During a Tornado. If you are under a tornado warning, seek shelter immediately. Most injuries associated with high winds are from flying debris, so remember to protect your head. Go to a pre-designated area such as a safe room, basement, storm cellar, or the lowest building level.
 - 1.2. **Flood**
 - 1.2.1. If you are located in an area that is susceptible to flooding, you should monitor NOAA Weather Radio or commercial radio or television stations for information about flood watches and warnings. The box on the left defines the terms commonly used in flood watches and warnings.
 - 1.2.2. If you receive information about the possibility of flash flooding, be prepared to move to higher ground immediately. In all cases, you should be prepared to evacuate before water levels rise and potentially cut off evacuation routes.
 - 1.2.3. If your current location is a flood safe area and/or you are stranded at your current location, move to the safest area of that location (the highest floor). Wait at this location until the area is safe, or until help arrives.
 - 1.3. **Blizzard**
 - 1.3.1. Keep the thermostat set to the same temperature both during the day and at night. By temporarily suspending the use of lower nighttime temperatures, you may incur a higher heating bill, but you can prevent a much more costly repair job if pipes freeze and burst.
 - 1.3.2. Go to a designated public shelter if your home loses power or heat during periods of extreme cold.
 - 1.3.3. Avoid driving when conditions include sleet, freezing rain or drizzle, snow or dense fog. If travel is necessary, keep a disaster supplies kit in your vehicle.

- 1.3.4. Protect yourself from frostbite and hypothermia by wearing warm, loose-fitting, lightweight clothing in several layers. Stay indoors, if possible.

1.4. Fire

- 1.4.1. When fire is discovered:
 - 1.4.1.1. Activate the nearest fire alarm (if installed)
 - 1.4.1.2. Notify the local Fire Department by calling
 - 1.4.1.3. Fight the fire ONLY if:
 - 1.4.1.3.1. The Fire Department has been notified.
 - 1.4.1.3.2. The fire is small and is not spreading to other areas.
 - 1.4.1.3.3. Escaping the area is possible by backing up to the nearest exit.
 - 1.4.1.3.4. The fire extinguisher is in working condition and personnel are trained to use it.
 - 1.4.1.4. Upon being notified about the fire emergency, occupants must:
 - 1.4.1.4.1. Leave the building using the designated escape routes.
 - 1.4.1.4.2. Assemble in the designated area located outside of the location far from the fire:
 - 1.4.1.4.3. Remain outside until the competent authority (Designated Official or designee), such as the fire department, announces that it is safe to reenter.
 - 1.4.1.4.4. Perform an accurate head count of personnel reported to the designated area.
 - 1.4.1.4.5. Ensure that all employees have evacuated the area/floor.

Paper Copy of Patient Emergency/Disaster Plan. Actual patient plan will be in the client's electronic management system (Face Sheet).

**VOYAGER HOME HEALTHCARE LLC PATIENT
EMERGENCY / DISASTER PLAN**

Name: _____ Telephone: _____

Address: _____

Patient # _____ D.O.B. _____

Doctor's Name _____ Telephone: _____

Emergency Contact
& Relationship _____ Telephone: _____

Office Hours- 8:00 A.M. to 8:00 P.M. Monday-Saturday
RN on call 24 hours a day for Home Health needs

PHONE: _____ FAX: _____

IN EMERGENCY
Call EMS 911 or go to the nearest Emergency Room

UTILITIES:

NON-EMERGENCY #'s

If you should have to evacuate during a disaster, Please take the following items:

1. Medication
2. Special Equipment
3. Special Dietary Foods (Non Perishable)
4. Important Papers, Valid I.D.

Please post your Name, Phone Number, Address, and Directions to your Home by Every Phone. When feasible, early evacuation to a relative or friend's home outside the disaster area is recommended.

BELOW: Individualized safety planning per patient per home to be completed by staff and consumer.

Education for all employees, consumers, caregiver, and families on how to handle care and treatment, safety, and/or well-being during the following instances of natural disasters will be provided during this visit. Understanding will be assessed and acknowledged through the "Signature Page"

In Cases of a Tornado:

In Cases of a Flood:

In Cases of a Blizzard:

In Cases of a Fire:

Other Disasters:

Notes:

COORDINATION WITH EXTERNAL HOME CARE AGENCIES - 6.13

1. Voyager shall be responsible for the coordination of consumer services with known external HCAs providing care and services to the same consumer.
 - a. Voyager shall not refuse to share consumer care information unless the consumer has chosen to refuse coordination with external HCAs.
 - b. The consumer's refusal of such coordination shall be documented in the consumer's record.

QUALITY MANAGEMENT PROGRAM - 6.14

1. Voyager shall establish a quality management program appropriate to the size and type of agency that evaluates the quality of consumer services, care and safety, and that complies with the requirements set forth in 6 CCR 1011, Chapter II, section 3.1.

INFECTION CONTROL - POLICY 6.15 + 6.16

POLICY:

6.15 Infection control (A) Voyager Home Healthcare will provide training for its employees regarding the agency's written infection control policies and procedures at the time of hire annually. Voyager Home Healthcare shall evaluate the adequacy of its infection control policies and procedures at least annually, make any necessary substantive changes, and document in writing.

6.16 Employee health – communicable disease prevention (A) Voyager has establish written policies concerning pre-employment physical evaluations and employee health. These policies include, but not be limited, to: Work restrictions will be placed on direct care staff who are known to be affected with any illness in a communicable stage or to be a carrier of a communicable illness or disease; such as: afflictions with boils, jaundice, infected wounds, vomiting, diarrhea or acute respiratory infections. If any of these occur notify Voyager leadership immediately. Employee's can be requested to perform a pre-employment physical evaluation at the discretion of Voyager. All Employee's have to be able to show that they can safely lift 50 pounds freely without pain or restrictions. Voyager is unable to hire any employees with medical restrictions that will interfere with safe patient care.

Standard Precautions:

- Help promote efficient self-care in client's home.
- Work-practice controls that promote safe patient care in the home.
- Promotes work-practice controls that eliminate or minimize employee exposure to various communicable diseases and bloodborne pathogens.
- It is important standard Precautions when doing all clinical procedures.

PROCEDURE:**1. Handwashing**

- 1.1.** The hands should **ALWAYS** be washed before and after patient contact. Always wash the hands with bar or liquid soap and water immediately after removing gloves. If soap and water are not available, use antiseptic hand cleanser or towelettes. Employees should also always wash their hands if they become soiled during patient care.

2. Uniform

- 2.1.** All home care staff should keep an extra clean uniform in a water-resistant bag in their car. If a staff member's uniform becomes soiled while performing patient cares, they should change into a clean uniform as soon as possible. Place the soiled uniform in a leak-proof plastic bag.

3. Gloves

- 3.1.** Always wear gloves if there is a possibility of coming into contact with bodily fluids. Always change gloves when going from dirty to clean and between patient care procedures. Sterile non latex gloves should be worn during certain clinical procedures that require use of sterile technique. Wear disposable non-latex gloves when performing any procedure that may expose the employee to the patient's blood. Sterile and non-sterile, non-latex disposable gloves should be disposed of immediately after use in a trash bag that does not leak.

4. Masks

- 4.1.** Disposable face should be worn in the event there is a possibility of droplet transmission. All masks should be thrown away **IMMEDIATELY** after use.
- 4.2.** In the event that isolation is required for the client, make sure a warning is posted outside his/her door.. A sign stating "**STOP**" should alert everyone of the need to wear a mask when entering into the sick client's room.

5. Immunizations

- 5.1.** It is mandatory that all staff involved in direct patient care receive an initial tuberculosis skin test (the Mantoux test with 5 tuberculin units of purified protein derivative at time of employment. Repeat skin testing will be done annually. It is strongly recommended that all staff who participates in direct patient care be immunized against hepatitis B. In addition, it is recommended that staff be vaccinated against (or have documented immunity to), mumps, influenza, rubella, measles and varicella. Previous bacilli Calmette-Guérin (BCG) vaccination is not a contraindication for skin testing.
- 5.2.** Influenza vaccination will be a mandatory annual immunization.

6. Trash Bag

- 6.1.** Always make sure to follow local, state and federal ordinances regarding disposal of biohazardous waste. All soiled dressings, disposable gloves, etc. should be placed in an impermeable plastic trash bag, and then secured. Place the trash bag in the family-owned trash.

7. Sharp Objects/Needles

- 7.1.** A needle should never be shared, bent or replaced in the sheath or guard, or removed from the syringe after use. It is important to place sharp objects and needles in a puncture-proof disposable container that can be sealed with a lid. Do not recap used needles.

7.1.1. Sharp Containers

- 7.1.1.1.** It is important that sharp containers be leak-proof, puncture-proof, be red or opaque in color and be labeled or marked with a biohazard sign.
- 7.1.1.2.** It is also important to note that sharps containers should never be filled over two-thirds full, always be kept out of reach of children and that local ordinances are always followed when disposing of sharps containers.

8. Miscellaneous

- 8.1.** When there is reasonable likelihood of occupational exposure to bodily substances; eating, smoking, drinking, applying cosmetics, applying lip balm etc. should not be done or handled in patient care areas. Food and drinks are not to be kept in patient care areas where blood or other potentially infectious materials are present.
- 8.2.** Staff should perform all clinical procedures in a way that minimizes spraying, splattering, or generating droplets of bodily substances.

9. Specimen Collection

- 9.1.** Always wear gloves when handling specimens. Handle all specimens with extreme care as to prevent/minimize spillage. Always label specimens with the patient's identifying data. Any bodily substance specimens should be placed in a leak-proof plastic bag and secured in a leak-proof container during handling, collection, transport and storage. When transporting in vehicles, specimens should always be placed on the floor.

10. OSHA Regulations

- 10.1.** Infection control standards and policies published by OSHA will be made readily available to all Voyager Home Healthcare staff. A copy of these regulations will be placed in the Infection Control Manual. Voyager Home Healthcare will have an infection control program that identifies patient risk for infectious organisms upon admission.

11. Exposure

- 11.1.** In the event of body contact with the patient's bodily substances, first irrigate the the exposed body part with soap and water or irrigate the eye (use bottled sterile water stocked in the nursing bag or car as necessary), and (2) contact Voyager Home Health Care's Infection Control Director for follow-up instructions and care. In addition, report suspected exposure to any infectious organism to the Infection Control Director.

12. Employee Health

- 12.1.** Work restrictions will be placed on direct care staff who are known to be affected with any illness in a communicable stage or to be a carrier of a communicable illness or disease; afflicted with boils, jaundice, infected wounds, vomiting, diarrhea or acute respiratory infections.
- 12.2.** All employees shall have a pre-employment physical evaluation conducted and signed by a general health practitioner.

All employees must refer to the “Voyager Signature Page” after they have read and reviewed

MISSED VISITS - 6.17

POLICY:

The consumer shall be informed about scheduled visits in accordance with agency policy. Voyager Home Healthcare shall maintain documentation, and alterations in the schedule shall be provided to the consumer as soon as practical.

PROCEDURE:

In the event that a consumer does not respond to let staff in the home for the scheduled visit, Voyager Home Healthcare's attempts to ensure the safety of the consumer and the outcome of each attempt shall be documented.

If there is a missed visit, services shall be provided as agreed upon by the consumer and Voyager Home Healthcare or an alternative agreement shall be met for that specific period of care such as family of the consumer agreeing that they can safely assume care.

If Voyager Home Healthcare admits consumers with needs that require care or services to be delivered at specific times or parts of the day, Voyager Home Healthcare shall ensure qualified staff in sufficient quantity are employed by the agency or have other effective back-up plans to ensure the needs of the consumer is met.

If an employee is unable to attend their designated shift due to illness, vacation, holidays or unexpected voluntary or involuntary termination of employment; Voyager Home Healthcare will ensure there are available staff covering their shift. Specifically, another equally qualified employee will cover the shift of an absent scheduled employee. If no other employees who are equally qualified are available, employee's who are overqualified will cover the shift. If overqualified employees are unavailable, the supervisor/manager will cover their shift. If there the supervisor/manager is unable, Voyager will seek other options such as family members who may care for the client, or rescheduling with a client who is able to reschedule within safe means. The Director of Nursing will perform all diligence to make sure shifts are not missed.

The back-up plan for scheduled visits shall not include calling for an ambulance or other emergency services unless the presence of the scheduled staff in the home would still have warranted the summons of emergency services.

CONTRACTS - 6.18

POLICY:

1. Home Healthcare Contract

- 1.1. This Home Healthcare Contract is entered between (CLIENT'S NAME), ADDRESS, Colorado Springs, CO, ZIP CODE and Voyager LLC (the Service Provider), 2233 Academy Place, Suite 105, Colorado Springs, CO 80909. The Client and the Service Provider shall be collectively known herein as the Parties.
- 1.2. WHEREAS, the purpose of this Contract is to set out the terms of services to be provided to CLIENT'S NAME by Service Provider generally known as "Home Healthcare Services,"
- 1.3. IN Consideration of the mutual promises and other valuable consideration exchanged, the Parties hereby agree and contract as follows:

2. AUTHORIZATION.

- 2.1. The Client hereby grants the authority to the Service Provider to provide Home Healthcare Services to CLIENT'S NAME at CLIENT'S NAME's home located at ADDRESS, Colorado Springs, CO, ZIP CODE.

3. TERM.

- 3.1. This grant of authorization to provide Home Healthcare Services shall begin on MONTH DAY, YEAR, and shall remain effective for a period of no longer than 1 year (as state mandated, contracts may not last longer than one year without a review and both parties willingness to resign) or until Voyager and or the Client terminates this contract which can be done at any point as stated in this contract. Either party may terminate this Contract prior to this term at any time. If either party terminates this Contract Voyager will provide the family with assistance in finding another agency to provide care to the consumer. Voyager will assume care of the consumer until appropriate alternative care is provided as long as payments are still received.

4. LICENSING.

- 4.1. The Service Provider warrants that, Service Provider is licensed in the state of Colorado to provide the services mentioned in this Contract.

5. DESCRIPTION OF SERVICES.

- 5.1. The Service Provider shall provide home health care workers to attend CLIENT'S NAME.
- 5.2. The home care workers provided by the Service Provider shall have the power to provide the following services if such services are within the scope of practice of the home care worker and their license:
 - 5.2.1. Administer medications (only RN's or other professionals who are within this scope of practice)
 - 5.2.2. Seek appropriate medical treatment or attention on behalf of as may be required by the circumstances, including but not limited to, medical doctor and/or hospital visits.
 - 5.2.3. Authorize medical treatment or medical procedures in an emergency situation.

- 5.2.4. Make appropriate decisions regarding clothing, bodily nourishment, and shelter.
- 5.3. Provide full spectrum care to **CLIENT'S NAME** (Consumer) within the scope of practice of a **Homemaker**. Such tasks include but are not limited to, performing activities of daily living, laundry, and any other care that provides a high quality of life for the consumer within the scope of practice of the caregiver.
- 5.4. Minimum of every 60 day (or as state mandated) nursing recertification visits will be performed.
- 5.5. Service Provider or its representative will assist **CLIENT'S NAME** to live at home and to have as much control over the home environment and life as possible.
- 5.6. Apart from performing above tasks the Service Provider shall do similar related tasks to be mutually agreed upon by the parties.

6. CONTACT PERSONS.

- 6.1. The Client's contact information is as follows:
 - 6.1.1. Name: **CLIENT'S NAME**
 - 6.1.2. Address: _____
 - 6.1.3. Phone Number: _____
 - 6.1.4. Email: _____
- 6.2. In an emergency situation, the Service Provider should immediately contact the following person:
 - 6.2.1. Name: _____
 - 6.2.2. Address: _____
 - 6.2.3. Phone Number: _____
 - 6.2.4. Home phone: _____
 - 6.2.5. Email Address: _____
- 6.3. If that person is not available, please contact the following alternate choice:
 - 6.3.1. Name: _____
 - 6.3.2. Address: _____
 - 6.3.3. Phone Number: _____
 - 6.3.4. E-mail Address: _____

7. PAYMENT.

- 7.1. The Client shall pay an hourly **Personal Care Worker** contract price to the Service Provider at an amount of \$ per hour.
- 7.2. If at any time the client's need of care increases to the skill level of a Certified Nursing Assistant (CNA), the contract price per hour will increase by \$.
- 7.3. The Client shall agree on a set amount of hours per day, and a consistent schedule that will be performed by Voyager.
- 7.4. The Client shall pay a two week deposit of services that will be equal to the amount normally billed in a two week period. This amount will be \$.
- 7.5. The Client will be billed 7 days ahead of time for the services that will be utilized. The Client will have 7 days from the date the invoice was sent to pay the invoice in full. If the invoice is not paid within the 7 allotted days, a late notice will be sent to the Client. If the payment is not paid within 7 days of the late notice, a notice to terminate care will be sent, stating the care will be terminated after the next 7 days and/or when the deposit is depleted, whichever comes first.
- 7.6. The Client shall pay an amount of \$ per nursing recertification visit (Care Plan will be revised and/or reapproved at this time) that will be performed at a minimum of every 55-60 day (or as state mandated).

- 7.7. **If any additional services are needed in the future other than those noted in this contract both parties will add amendments to this contract as deemed agreeable for any additional cost of such services.**
- 7.8. **The Client shall cover the amount of compensation to be paid to the Service Provider for the Services in this Contract.**
- 8. DETAILS OF INSURANCE COVERAGE.**
- 8.1. The details of the plan which covers the home healthcare in whole or in part are as described below:
- 9. CONFIDENTIALITY.**
- 9.1. Service Provider understands that any and all private information obtained about **CLIENT'S NAME**'s family or relatives during the course of employment, including but not limited to medical, financial, legal, career and assets are strictly confidential and may not be disclosed to any third party for any reason. The obligations of the Service Provider under this clause survive termination of this Contract.
- 10. FORCE MAJEURE.**
- 10.1. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. An occurrence of Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of foreign combatants, terrorist acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties to this contract, or the prolonged failure of electricity or other vital utility service. Any party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.
- 11. SEVERABILITY.**
- 11.1. In the event any provision of this Contract is deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Contract, so as not to cause the invalidity or unenforceability of the remainder of this Contract. All remaining provisions of this Contract shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 12. AMENDMENT.**
- 12.1. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- 13. NOTICE.**
- 13.1. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 14. WARRANTY.**

- 14.1. Voyager shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Voyager's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Voyager on similar projects.

15. DEFAULT.

- 15.1. The occurrence of any of the following shall constitute a material default under this Contract:

15.1.1. The failure to make a required payment when due.

15.1.2. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

16. REMEDIES.

- 16.1. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

17. ARBITRATION.

- 17.1. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any Colorado court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

18. Contract Policies for Consumers Education and Acknowledgement 6.18 (below are state mandated policies that may not pertain the this client, but must be legally stated for the client's knowledge)

- 18.1. Consumer agrees that Voyager is and will be their primary Home Care Agency (HCA) until consumer and/or Voyager terminates their contract. Consumer thus accepts that consumer will only accept Home Health Care services from Voyager while this contract is active.

- 18.2. Consumer acknowledges the necessity to conform to all applicable Voyager agency policies, including personnel qualifications,
- 18.3. Here at Voyager we not only believe but commit ourselves to always placing our consumers and their family first every time. One way we create such high quality care is having our consumers participate in developing their plans of care and the services they need or want. It is the responsibility of our consumers, families, and/or legal representative to be an active member of our care planning team.
- 18.4. Voyager administration with the participation of the consumer, consumer's family, and/or legal representative controls, coordinates, and evaluates all services provided to the consumer,
- 18.5. Voyager utilizes a secure virtual domain for documenting, submitting and retaining clinical/service notes. Our secure virtual domain also schedules visits and provides our consumers with a way to evaluate our services every 6 months.
- 18.6. Voyager shall inform the consumer or authorized representative in advance about the care and services to be furnished, and of any changes in the care and services to be furnished to enable the consumer to give informed consent.
 - 18.6.1. The consumer has the right to refuse treatment within the confines of the law, to be informed of the consequences of such action and to be involved in experimental research only upon the consumer's voluntary written consent.
 - 18.6.2. The consumer has the right to be told in advance of receiving care about the services that will be provided, the disciplines that will be utilized to furnish care, the frequency of visits proposed to be furnished and the consequences of refusing care or services. **An example of a consequence of refusing care would be if the client refused to take scheduled medications, voyager would speak with the client of the possible consequences of not taking the client's medications, such as increased pain.**
 - 18.6.3. If the consumer and/or authorized representative denies care or refuses any of Voyager's recommendations for care for any reason Voyager cannot be held at fault for any incidents that have occurred because the consumer did not follow the recommendations, policies, and/or procedures set forth by Voyager Home Health Care.
- 18.7. Within one (1) business day of the start of services, Voyager shall inform the consumer concerning the agency's policies on advance directives, including a description of applicable state law. Voyager may furnish advance directives information to a consumer at the time of the first home visit, as long as the information is furnished before care is provided.
- 18.8. The consumer or authorized representative has the right to be advised orally and in writing within one (1) business day of the start of services of the extent to which payment for Voyager services may be expected from insurance or other sources, and the extent to which payment may be required from the consumer.
 - 18.8.1. The consumer or authorized representative has the right to be advised of any changes in billing or payment procedures before implementation.
 - 18.8.2. If Voyager is implementing a scheduled rate increase to all clients, Voyager shall provide a written notice to each affected consumer at least 30 days before implementation.
 - 18.8.3. Voyager shall advise the consumer of any individual changes orally and in writing as soon as possible, but no later than five (5) business days from the date that Voyager becomes aware of a change.

18.9. Admissions - 6.5

- 18.9.1. Voyager shall only accept consumers for care or services on the basis of a reasonable assurance that the needs of the consumer can be met adequately by the agency in the individual's temporary or permanent home or place of residence.
- 18.9.2. There shall be initial documentation of the agreed upon days and times of services to be provided based upon the consumer's needs that is updated at least annually.
- 18.9.3. If Voyager receives a referral of a consumer who requires care or services that are not available at the time of referral, the agency shall advise the consumer's primary care provider, if applicable, and the consumer or authorized representative of that fact.
- 18.10. Voyager shall only admit the consumer if the primary care provider and the consumer or consumer's representative agree the ordered services can be delayed or discontinued.
- 18.11. The client and/or any person affiliated with the client's care agrees that they will not ask, discuss, or persuade in anyway, any of Voyager's employee's (past or present), who have worked with the client while the employee was employed by Voyager, to work for the client privately and/or through any other agency for the client. The client and/or any person affiliated with the client's care agrees that they will not hire such an employee privately and/or through another agency for at least two years after such an employee left the employment of Voyager.

19. INSURANCE.

- 19.1. **Voyager agrees to maintain, and does maintain, at least the minimum amount of insurance of all sorts as required by the Colorado Code of Regulations applying to Class A Home Care Agencies.**

20. APPLICABLE LAW.

- 20.1. **This Contract shall be governed by the laws of the State of Colorado.**

21. SIGNATURES.

- 21.1. This Contract shall be signed by **CLIENT'S NAME** and by Richard Gallion, Administrator of Voyager LLC.

CONSUMER RECORD CONTENT - 6.19 + 6.20

POLICY:

6.19 Information management system

1. Voyager has implemented a policy and procedure for an effective electronic information management system. Our electronic information management system is extremely effective in the management for capturing, reporting, processing, storing and retrieving clinical/service data and information in accordance with standards of practice. The system provides for:
 - 1.1. Privacy and confidentiality of protected health information from unauthorized use or manipulation;
 - 1.2. Organization of the consumer record utilizing standardized formats for documenting all care, treatment and services provided to consumers according to Voyager's policy. Standardization does not include pre-filled documentation of future care and services.
2. In addition, our electronic consumer healthcare records ensures:
 - 2.1. We have a method for validating data entry access and changes to previously entered data, and
 - 2.2. We have a process of recovery of records including contingency plans for operational interruptions (hardware, software, or other systems failures), in which we have paper back-up files that can be later uploaded into our electronic consumer healthcare management system. Our electronic management system has emergency service plans, a backup system for retrieval of data from storage and information presently in the operating system.

6.20 Consumer record content

3. Voyager has a complete, accurate, and secure virtual record for each consumer assessed, cared for, treated or served. The record contains sufficient information to identify the consumer; support the diagnosis or condition; justify the care, treatment, and/or services delivered; and promote continuity of care internally and externally, where applicable.
 - 3.1. These records contain consumer-specific information as appropriate to the care, treatment or services provided including but not limited to:
 - 3.1.1. Records of communications with the consumer or authorized representative regarding care, treatment and services, including documentation of phone calls and emails, and
 - 3.1.2. Referrals to and names of individuals and organizations involved in the consumer's care.
 - 3.2. Clinical records for HCAs providing skilled home health services shall contain, where applicable:
 - 3.2.1. Hospital and emergency room records for known episodes or documentation of efforts to obtain the information,

- 3.2.2. Medical equipment provided by Voyager that is related to the care, treatment and services provided, will include an assessment of the consumer and/or family/legal representatives comprehension of the appropriate use and maintenance of such medical equipment. During the Initial Visit with the consumer, an appropriate Voyager Staff member will provide an assessment on the consumer and family's comprehension of appropriate use and maintenance of such medical equipment, and will provide further teachings as needed. This assessment and, if needed teaching, will be documented on the "Signature Page",
- 3.2.3. Consumer and family education, and training on services or treatments and the use of equipment at the time of delivery to the home. This education and training will be documented on the "Signature Page",
- 3.2.4. Safety measures taken to protect the consumer from harm including fall risk assessments, and documentation why any identified or planned safety measures were not implemented or continued, and
- 3.2.5. Diagnostic and therapeutic procedures, treatments, tests and their results were known to have occurred.

GOVERNING BODY - 7.1

1. Voyager has a governing body that has a process for review of agency operations at least once quarterly and meet at least annually.
2. The governing body shall assume responsibility for:
 - 2.1. Compliance with all federal regulations, state rules, and local laws;
 - 2.2. Quality consumer care;
 - 2.3. Policies and procedures which describe and direct functions or services of the home care agency and protect consumer rights;
 - 2.4. Bylaws that shall include, at a minimum:
 - 2.4.1. A description of functions and duties of the governing body, officers, and committees;
 - 2.4.2. A statement of the authority and responsibility delegated to the administrator;
 - 2.4.3. Meet as stated in bylaws, at least annually;
 - 2.4.4. Appoint in writing a qualified administrator who is responsible for the agency's overall functions.
 - 2.5. Review of the written agency evaluation report and other communications from the administrator or group of professional personnel with evidence of written response shall be performed by the governing body annually.
 - 2.6. Voyager establishes and ensures the maintenance of a system of financial management and accountability through our personal CPA services.
 - 2.7. Organization, services furnished, administrative control and lines of authority for the delegation of responsibility down to the consumer care level that are clearly set forth in writing and are readily identifiable has been created by the governing body.

ADMINISTRATION AND AFTER HOURS STAFF - 7.2

1. Voyager (Voyager), under the direction of the governing body, shall be responsible for preparation of an overall plan and a budget that includes an annual operating budget and capital expenditure plan, as applicable.
 - 1.1. The overall plan and budget shall be prepared by a committee consisting of representatives of the governing body, the administrative staff, and the medical staff (if any) of Voyager. The overall plan and budget shall be reviewed and updated at least annually by the committee referred to herein under the direction of Voyager's governing body.
2. If Voyager performs procedures in the consumer's residence that are considered waived clinical laboratory procedures under the Clinical Laboratory Improvement Act of 1988, shall possess a certificate of waiver from the Centers for Medicare and Medicaid Services or its designated agency.
3. If Voyager in the future provides equipment to consumers, we will have written policies and procedures for the management of medical equipment provided for use in the consumer's homes, including selection, acquisition, delivery and maintenance of the equipment.
 - 3.1. Voyager shall make full disclosure of our policies and procedures to all consumers before any equipment is provided by Voyager. Voyager is not responsible for any equipment that is not Voyager owned and operated. The policies and procedures for Voyager equipment shall include the following:
 - 3.1.1. Voyager has in place a process to provide an appropriate back-up system for Voyager equipment, including emergency services 24 hours per day where the malfunction may threaten the consumer's life. Call the after hours on-call phone number in case a malfunction occurs that is life threatening;
 - 3.1.2. Voyager monitors and acts upon equipment hazard notices and recalls, and will promptly act upon such situations;
 - 3.1.3. Voyager will check equipment upon delivery to the consumer to ensure it is sanitary, undamaged and operating properly;
 - 3.1.4. Voyager performs basic safety and operational checks on infusion pumps that include a volumetric test of accuracy of infusion rate between each consumer use; and
 - 3.1.5. Performance of routine and preventative maintenance conducted at defined intervals per manufacturer's guidelines.
4. Availability

- 4.1. Voyager shall have a registered nurse or other appropriate health professional available after business hours.
- 4.2. Voyager's policy describing our after hours availability is listed below.
 - 4.2.1. How consumers will contact the agency after hours
 - 4.2.1.1. Voyager has a 24 hour 365 days a year phone number that goes straight to a registered nurse and/or appropriate health professional that will be available for immediate assistance to consumers after hours. Our 24 hour number: 719-722-4516
 - 4.2.2. Voyager ensures the health professional on call will have access to all current consumer information through our safeguarded virtual consumer information system. The on-call health professional will have access to all managers, administrators, and directors who can be reached in cases of emergencies or confusion.

PROFESSIONAL ADVISORY COMMITTEE - 7.3

Policy:

The agency maintains a Professional Advisory Committee.

Purpose:

- 1. To advise the agency on professional and ethical issues.
- 2. To participate in the agency evaluation.
- 3. To assist the agency in maintaining liaison with other health care providers.

Procedure:

- 1. Voyager (Voyager) has an professional advisory committee which is a group of professional personnel that includes at least one physician and one registered nurse and an appropriate representation from the professional disciplines that Voyager employs or contracts with to provide services.
 - 1.1. The group of professional personnel shall establish and annually review the agency's policies governing the services offered, admission and discharge policies, medical supervision and plans of care, emergency care, clinical records, personnel qualifications and program evaluation.
 - 1.2. At least one member of the group shall not be an owner, an employee or a contractor for the provision of consumer care services for Voyager.

2. Voyager shall implement an ongoing mechanism for consumer involvement to provide input and comment regarding services provided by Voyager in accordance with agency policy. This will be done through our consumers filling out their consumer surveys every 6-12 months. Consumer input and commentary shall be provided to the group of professional personnel at least annually to identify trends or issues requiring consideration of the group.
3. The group of professional personnel shall meet annually and as frequently as necessary to advise Voyager on professional issues, to participate in the evaluation of the Voyager's program, and to assist Voyager in maintaining liaison with other health care providers in the community and in the agency's community information program.
 - 3.1. Voyager has policies and procedures to establish criteria for calling a meeting of the group of professional personnel more frequently than annually. Anyone in the professional advisory committee and/or nursing director can call a meeting at anytime. These meetings can be called if professional advice is requested and/or such individuals feel professional advice is needed at more appropriate frequencies to protect and preserve the health, safety and welfare of the consumers it serves.
 - 3.2. Each meeting shall be documented with the date and the signatures of attendees. Meeting minutes shall be forwarded to the governing body to review and make recommendations
4. The Home Health Agency Professional Advisory Committee may include but is not limited to the following representatives:
 - 4.1. Physician
 - 4.2. Registered Nurse
 - 4.3. Certified Nursing Assistant
 - 4.4. A member who is neither an owner nor an employee or family member of an employee of the Agency (consumer).
5. The agency Administrator is responsible for coordinating the Professional Advisory Committee membership, function, and meetings.
6. The Professional Advisory Committee will meet at least annually to
 - 6.1. Advise the agency on professional issues
 - 6.2. To participate in the evaluation of the agency's program
 - 6.3. To assist the agency in maintaining liaison with other healthcare providers in the community and the agency's community information program.
7. The Professional Advisory Committee annually reviews agency policies and procedures governing but not limited to:
 - 7.1. Scope of services offered
 - 7.2. Admission and discharge policies and procedures
 - 7.3. Medical supervision
 - 7.4. Plan of Care
 - 7.5. Emergency Care
 - 7.6. Clinical records
 - 7.7. Personnel qualifications
 - 7.8. Program evaluation
8. The Professional Advisory Committee provides to the agency minutes of its meetings.

- 8.1. Meeting agenda, minutes, and attendance records are filed with Voyager's Professional Advisory Committee. This document will be forwarded to the governing body for review and to make recommendations as they see fit.

Voyager LLC PROFESSIONAL ADVISORY COMMITTEE POLICY REVIEW January 2017 – January 2018 (January 09, 2017)

Review and approve policies governing:

1. Consumer input and commentary
2. Scope of services offered
3. Admission Policy
4. Discharge Policy
5. Medical supervision & Plans of Care
6. Emergency care
7. Clinical Records
8. Personnel qualifications
9. Program evaluation
10. Q.A.P.I. POLICY
11. Organizational Chart
12. Administrator & D.O.N.
13. Therapy Services
14. Appropriateness - assurance that the area being evaluated addresses existing and/or potential problems.
15. Adequacy - a determination as to whether Voyager has the capacity to overcome or minimize existing or potential problems.
16. Effectiveness - the services offered accomplish the objectives of Voyager and anticipated consumer outcomes.
17. Efficiency - whether there is a minimal expenditure of resources by Voyager to achieve desired goals and anticipated consumer outcomes.

Criteria and methods used to accomplish this meeting.
This meeting was accomplished by reviewing the stated policies and evaluations in a group setting where everyone had an opportunity to speak their opinion and individual evaluations.

<u>MEETING MINUTES</u>

<p>All 17 stated items were reviewed and approved by all members of the PAC. No changes were made.</p>

PROFESSIONAL ADVISORY COMMITTEE 01/09/2017

NAME	TITLE	SIGNATURES
LORI LALONDE	PHYSICIAN INDEPENDENT P.A.C. MEMBER	
RICHARD GALLION	D.O.N. / RN	
TRAVIS TAYLOR	ADMINISTRATOR	
JESSICA HEINZ	PCW/HOMEMAKER	
MAYA NELSON	CNA	

Voyager LLC PROFESSIONAL ADVISORY COMMITTEE

January 09, 2017

- 1. The Policy & Procedures were reviewed and approved.**
- 2. The Organizational Chart was reviewed and approved.**
- 3. The Job Descriptions for the Administrator & Director of Nurses were reviewed and approved.**
- 4. The Resume of Richard Gallion, R.N, Administrator/D.O.N was reviewed and it was approved for the position.**
- 5. The Q.A. systems were presented by the D.O.N., for discussion, and it was approved.**
- 6. The Administrator will coordinate the next meeting. Members of the P.A.C. will be contacted with the details.**

Respectfully Submitted _____ **Date: 01/09/17**
Richard Gallion, BSN, DON

AGENCY EVALUATION - 7.4

1. Voyager Home Healthcare's (Voyager) governing body or its designee shall conduct a comprehensive evaluation of the Voyager's total operation annually.
2. The evaluation shall assure the appropriateness and quality of Voyager's services with findings used to verify policy implementation, to identify problems, and to establish problem resolution and policy revision as necessary.
3. The evaluation shall consist of an overall policy and administration review, including the scope of services offered, arrangements for services with other agencies or individuals, admission and discharge policies, supervision and plan of care, emergency care, service records and personnel qualifications.
4. In evaluating each aspect of its total program, Voyager will consider four main criteria:
 - 4.1. Appropriateness - assurance that the area being evaluated addresses existing and/or potential problems.
 - 4.2. Adequacy - a determination as to whether Voyager has the capacity to overcome or minimize existing or potential problems.
 - 4.3. Effectiveness - the services offered accomplish the objectives of Voyager and anticipated consumer outcomes.
 - 4.4. Efficiency - whether there is a minimal expenditure of resources by Voyager to achieve desired goals and anticipated consumer outcomes.
5. Documentation of the annual evaluation shall include the names and titles of the persons carrying out the evaluation, the criteria and methods used to accomplish it and any action taken by the Voyager as a result of its findings.
6. Appropriate professionals representing the scope of Voyager's program shall evaluate the Voyager's clients records at least quarterly.
7. The evaluation shall include a review of sample active and closed client records to ensure that Voyager's policies are followed in providing services, both direct and under arrangement, and to assure that the quality of service is satisfactory and appropriate. The review shall consist of a representative sample of all home care services provided by the agency.

Voyager LLC ANNUAL AGENCY EVALUATION - 7.4 POLICY REVIEW September 2015 – September 2016 (September 02, 16)

Review and approve policies governing:

- 1. Consumer input and commentary**
- 2. Review Bylaws**
- 3. Scope of services offered**
- 4. Admission Policy**
- 5. Discharge Policy**
- 6. Medical supervision & Plans of Care**
- 7. Emergency preparedness (6.12)**
 - a. Voyager shall review its emergency preparedness plan after any incident response and on an annual basis, and incorporate into policy any substantive changes.**
- 8. Infection control**
 - a. Voyager shall evaluate the adequacy of its infection control policies and procedures at least annually, make any necessary substantive changes, and document in writing.**
- 9. Clinical Records**
- 10. Personnel qualifications**
- 11. Program evaluation**
- 12. Q.A.P.I. POLICY**
- 13. Organizational Chart**
- 14. Administrator & D.O.N.**
- 15. Therapy Services**
- 16. Appropriateness - assurance that the area being evaluated addresses existing and/or potential problems.**
- 17. Adequacy - a determination as to whether Voyager has the capacity to overcome or minimize existing or potential problems.**
- 18. Effectiveness - the services offered accomplish the objectives of Voyager and anticipated consumer outcomes.**
- 19. Efficiency - whether there is a minimal expenditure of resources by Voyager to achieve desired goals and anticipated consumer outcomes.**

Criteria and methods used to accomplish this meeting.
This meeting was accomplished by reviewing the stated policies and evaluations in a group setting where everyone had an opportunity to speak their opinion and individual evaluations.

<u>MEETING MINUTES</u>

<p>All 17 stated items were reviewed and approved by all members of the Evaluation Team. No changes were made.</p>

AGENCY EVALUATION MEMBERS 09/02/2016

NAME	TITLE
RICHARD GALLION	D.O.N. / RN
TRAVIS TAYLOR	ADMINISTRATOR
KRISTEN ROTH	INDEPENDENT P.A.C. MEMBER
MAYA NELSON	CNA

Voyager LLC ANNUAL AGENCY EVALUATION

September 02, 2016

- 1. The Policy & Procedures were reviewed and approved.**
- 2. The Organizational Chart was reviewed and approved.**
- 3. The Job Descriptions for the Administrator & Director of Nurses were reviewed and approved.**
- 4. The Resume of Richard Gallion, R.N, Administrator/D.O.N was reviewed and it was approved for the position.**
- 5. The Q.A. systems were presented by the D.O.N., for discussion, and it was approved.**
- 6. The Administrator will coordinate the next meeting. Members of the Evaluation Team will be contacted with the details.**
- 7. Review of the written Voyager evaluation report and other communications from the administrator or group of professional personnel with evidence of written response shall be performed by the governing body annually (7.1).**

Respectfully Submitted _____ **Date: 09/02/16**
Richard Gallion, BSN, DON

QUARTERLY AGENCY EVALUATION (2016)

- 1. Appropriate professionals representing the scope of Voyager's program shall evaluate the Voyager's clients records at least quarterly.**
- 2. The evaluation shall include a review of sample active and closed client records to ensure that Voyager's policies are followed in providing services, both direct and under arrangement, and to assure that the quality of service is satisfactory and appropriate. The review shall consist of a representative sample of all home care services provided by the agency.**

Quarterly Agency Evaluation Professionals

Richard Gallion: DON/BSN	
Travis Taylor: Administrator/CNA	
Jessica Heinz: PCW/Homemaker	
<u>Quarterly Meeting Dates:</u>	
01/01/16 - Satisfactory and appropriate, no changes.	
03/01/16 - Satisfactory and appropriate, no changes.	
06/03/16 - Satisfactory and appropriate, no changes.	
09/02/16 - Satisfactory and appropriate, no changes.	
12/02/16 - Satisfactory and appropriate, no changes.	

ADMINISTRATOR REQUIREMENTS - 7.5

1. The administrator shall assume authority for the operation of the Voyager Home Healthcare skilled health services including but not limited to:
 - 1.1. Organizing and directing the agency's ongoing functions;
 - 1.2. Employing qualified personnel and ensure appropriate ongoing education and supervision of personnel and volunteers;
 - 1.3. Ensuring the accuracy of public information materials and activities;
 - 1.4. Implementing a budgeting and accounting system; and
 - 1.5. Designating a qualified alternate administrator to act in the administrator's absence.
2. The administrator shall:
 - 2.1. Be at least 21 years of age,
 - 2.2. Be a licensed physician, registered nurse or other licensed healthcare professional, or have experience and education in health service administration,
 - 2.3. Be qualified by education, knowledge and experience to oversee the services provided, and
 - 2.4. Have at least two years healthcare or health service administration experience with at least one year of supervisory experience in home care or a closely related health program.

3. The administrator shall have the overall responsibility to ensure the following:
 - 3.1. Voyager Home Healthcare's skilled health services are in compliance with all applicable federal, state and local laws,
 - 3.2. The completion, maintenance and submission of such reports and records as required by the department,
 - 3.3. Ongoing liaison with the governing body, staff members and the community,
 - 3.4. A current organizational chart to show lines of authority down to the consumer level,
 - 3.5. The management of the business affairs and the overall operation of the agency,
 - 3.6. Maintenance of appropriate personnel records, financial and administrative records and all policies and procedures of the agency,
 - 3.7. Employment of qualified personnel in accordance with written job descriptions,
 - 3.8. Orientation of new staff, regularly scheduled in-service education programs and opportunities for continuing education for the staff,
 - 3.9. Designate in writing the qualified staff member to act in the absence of the administrator, and
 - 3.10. Availability of the administrator or designee at all hours employees are providing services, at minimum, any eight (8) hour period between 7 a.m. and 7 p.m. Monday through Friday.
 - 3.11. Marketing, advertising and promotional information accurately represents Voyager Home Healthcare and addresses the care, treatment and services that Voyager Home Healthcare can provide directly or through contractual arrangement.

ADMINISTRATOR ANNUAL TRAINING - 7.6

Curriculum for Voyager Home Healthcare administrator training

1. A first-time administrator or alternate administrator shall complete a total of 24 hours of training in the administration of Voyager Home Healthcare before the end of the first 12 months after designation to the position.
2. A first-time administrator or alternate administrator shall complete eight (8) clock hours of educational training in the administration of Voyager Home Healthcare within the first month of employment. The eight (8) clock hours shall include, at a minimum, the following topics:
 - 2.1. Home care overview,
 - 2.2. Information on the licensing standards for the agency; and
 - 2.3. Information on state and local laws applicable to the agency
3. A first-time administrator or alternate administrator shall complete an additional 16 clock hours of educational training before the end of the first 12 months after designation to the position. Any of the 16 hours may be completed prior to designation if completed during the 12 months immediately preceding the date of designation to the position. The additional 16 clock hours shall

include the following subjects and may include other topics related to the duties of an administrator:

- 3.1. Consumer rights, governing body and administrator responsibilities, professional advisory committee, quality management plans, occurrence reporting, and complaint investigation and resolution process,
 - 3.2. Personnel qualifications, experience, competence and evaluations,
 - 3.3. Financial management,
 - 3.4. Ethics in healthcare,
 - 3.5. Needs of the fragile, ill and physically and cognitively disabled in the community setting with special training and staffing considerations,
 - 3.6. Behavior management techniques,
 - 3.7. Staffing methodologies and oversight of scheduling,
 - 3.8. Staff training and supervision, and
 - 3.9. Limitations of personal care versus health care services.
4. The 24-hour education requirement shall be met through structured, formalized classes, correspondence courses, competency-based computer courses, training videos, distance learning programs, or other training courses. Subject matter that deals with the internal affairs of an organization does not qualify for credit. The training shall be provided or produced by an academic institution, a recognized state or national organization or association, an independent contractor, or an agency.
 - 4.1. If an agency or independent contractor provides or produces training, the training shall first be approved by the department or recognized by a national organization or association. Voyager Home Healthcare will maintain documentation of this approval for review by inspectors.
5. Documentation of administrator or alternate administrator training will be on file at Voyager Home Healthcare and contain the name of the class or workshop, the course content or curriculum, the hours and dates of the training, and the name and contact information of the entity and trainer who provided the training.
6. After completion of the 24 hours of educational training within the first 12 months after designation as a first-time administrator or alternate administrator, each must then complete the continuing education requirements in each subsequent 12-month period after designation.
7. An administrator shall complete 12 clock hours of continuing education within each 12-month period beginning with the date of designation. The education shall include at least two (2) of the following topics and may include other topics related to the duties of the administrator
 - 7.1. Any of the topics listed under the initial training requirements,
 - 7.2. Development and implementation of agency policies,
 - 7.3. Healthcare management,
 - 7.4. Ethics,
 - 7.5. Quality improvement,
 - 7.6. Risk assessment and management,
 - 7.7. Financial management,
 - 7.8. Skills for working with consumers, families and other professional service providers,
 - 7.9. Community resources,

- 7.10. Marketing.
8. If a previous administrator has not been employed as such for two (2) years or more, the requirements for a first time administrator apply.

NURSING OR HEALTHCARE SUPERVISOR - 7.7

Nursing or healthcare supervisor

1. The skilled nursing services furnished shall be under the supervision and direction of a physician or registered nurse who has at least two (2) years of nursing experience including one (1) year in home care or a closely related service. Other health care services shall be under the supervision and direction of a physician, registered nurse, or other licensed healthcare professional who has at least two (2) years healthcare experience in the field of supervision including one year experience in home care or a closely related service.
2. This person, or similarly qualified alternate, shall be available at all times during operating hours and participate in all activities relevant to the professional services furnished, including the development of qualifications and the assignment of personnel

PERSONNEL + EMPLOYEE ORIENTATION - 7.8

Personnel Credential (license) check (DORA) - 7.8 **Annual Training - 7.8 (D)**

GENERAL ORIENTATION POLICY OVERVIEW

1. Each employee and contracted staff shall possess the education and experience to provide services in the homes of consumers in accordance with agency policy, state practice acts and professional standards of practice.
2. Licensed, registered or certified healthcare providers shall, at a minimum, meet the following requirements:
 - 2.1. Be qualified as a physician, pharmacist, physician assistant, nurse practitioner, clinical social worker, social worker, physical therapist, physical therapist assistant, occupational therapist, occupational therapist assistant, respiratory therapist, registered nurse, licensed practical nurse, massage therapist, certified nurse aide or other provider licensed, registered or certified by the Colorado Department of Regulatory Agencies (DORA).
 - 2.2. Meet the requirements for license, certification or registration set forth by DORA.
3. Staff not regulated under DORA shall, at a minimum, meet the following requirements.
 - 3.1. A speech-language pathologist shall:
 - 3.1.1. Possess a current certificate of clinical competence in speech pathology or audiology granted by the American Speech-Language-Hearing Association, or

- 3.1.2. Meet the educational requirements for certification and be in the process of accumulating the supervised experience required for certification.
- 3.2. An X-ray technician shall:
 - 3.2.1. Have successfully completed a program of formal training in X-ray technology of not less than 24 months in a school approved by the Committee on Allied Health Education and Accreditation of the American Medical Association or by the American Osteopathic Association; or
 - 3.2.2. Have earned a bachelor's or associate degree in radiological technology from an accredited college or university.
- 3.3. A phlebotomist shall:
 - 3.3.1. Have successfully completed an approved phlebotomy training course or equivalent experience through previous employment; and
 - 3.3.2. Have two (2) years of verifiable phlebotomy experience. CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 39

TRAINING 7.8 (D)

- 4. Ongoing training shall be provided to all direct care staff. Training requirements shall be consistent with our program, services and equipment we provide and training will be appropriate to the needs of the populations served.
 - 4.1. Training shall consist of at least 12 topics applicable to the agency's care and services every 12 months after the starting date of employment or calendar year as designated by agency policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:
 - 4.1.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;
 - 4.1.2. Behavior management techniques;
 - 4.1.3. Disaster and emergency procedures; and
 - 4.1.4. Infection control including universal precautions.
 - 4.2. All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.

ORIENTATION

- 5. After hire every employee will go through General Orientation. Depending upon your position there may be more specific orientation and/or training that will occur before the position will be started.
- 6. After all proper intake of information, background checks, and license verifications are finished and approved, the employee will make an appointment with Voyager (Voyager) to begin orientation.
- 7. Orientation can be provided in two settings, "In-house" or "Alternative settings". The differences and details will be stated below.

7.1. IN-HOUSE ORIENTATION

- 7.1.1. Verbal introduction conducted by an appropriate Voyager representative. This will include the History of Voyager and our values.
- 7.1.2. Orientation/Training video's will begin.
- 7.1.3. Voyager shall provide training for its employees regarding the agency's written infection control policies and procedures at the time of hire and annually.
- 7.1.4. Voyager shall provide procedural training regarding client behavioral issues.
- 7.1.5. Employee Handbook will be read.
- 7.1.6. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.
- 7.2. **ALTERNATIVE SETTINGS ORIENTATION**
 - 7.2.1. Orientation/Training video's will be sent to the new employee's to perform at home. Each video will have a test to perform, and must be graded by a Voyager employee and passed.
 - 7.2.2. Infection control policies and procedures shall be instructed through Voyager's training videos.
 - 7.2.3. Voyager shall provide procedural training regarding client behavioral issues through training videos and/or while orientating at the clients home.
 - 7.2.4. Employee Handbook will be sent to the new hire and signed.
 - 7.2.5. Voyager shall orientate direct patient care employees on the record keeping process with our secure information management system.
- 7.3. **BOTH "IN HOUSE" AND "ALTERNATIVE" ORIENTATION WILL INCLUDE.**
 - 7.3.1. Additional paperwork will be reviewed and signed, if needed.
 - 7.3.2. All employee's will have position specific training where they will instructed, trained, and supervised until both Voyager and the employee feel comfortable in their positions.
 - 7.3.3. All direct care staff will be supervised, evaluated, and approved with documentation on the the skills needed to perform their position. This can be performed either at the work-place or in the patient's home during supervised orientation by a current and appropriate representative of Voyager before the orientating employee may begin their hired position.
 - 7.3.4. All Direct Care staff will orientate with a current employee of same or greater skill and/or license criteria within the patient's home until the new orientating employee feels comfortable in their position and the current/appropriate employee evaluates and approves the the new employee is ready to start at their position.
 - 7.3.5. All training and/or orientation shall follow local, state, and federal standards.
 - 7.3.6. Annual and initial Training shall also consist of at least 12 topics applicable to Voyager's care and services every 12 months after the starting date of employment or calendar year as designated by Voyager policy. The training requirement shall be prorated in accordance with the number of months the employee was actively working for the agency. Training shall include, but is not limited to, the following items:
 - 7.3.6.1. Promoting consumer dignity, independence, self-determination, privacy, choice and rights; including abuse and neglect prevention and reporting requirements;
 - 7.3.6.2. Behavior management techniques;
 - 7.3.6.3. Disaster and emergency procedures; and
 - 7.3.6.4. Infection control including universal precautions.

- 7.3.7. **All training shall be documented. Classroom type trainings shall be documented with the date of the training; starting and ending times; instructors and their qualifications; short description of content; and staff member's signature. On-line or self-study trainings shall be documented with information as to the content of the training, and the entity that offered or produced the training.**

GENERAL ORIENTATION VIDEOS AND POLICIES
(Videos Produced by Voyager)

Introduction: All classroom training will be conducted by Richard Gallion, RN or Travis Taylor, CNA. This will include the history of Voyager and its core values.

All Videos will be followed by a test that needs to be passed at a 75% grade or higher. Otherwise the employee will have to watch the video again or be given training by a staff member until the employee passes the test at a 75% or higher. All Video's were created by Richard Gallion - BSN, and Travis Taylor - Administer, PCW, CNA. Employee's should expect that each video and test will take one (1) hour of their time.

- I. Video 1
 - A. Section 1: Fraud, Waste, and Abuse
- II. Video 2
 - A. Section 1 Cont'd: Statutes and Laws
- III. Video 3
 - A. Section 2: Documentation and Medical Records
- IV. Video 4
 - A. Section 3: Harassment
 - B. Section 4: Patient Rights
 - C. Section 5: Diversity
- V. Video 5
 - A. Section 6: Infection Control Policy and Procedures
- VI. Video 6
 - A. Section 7: Emergency Preparedness Plan
- VII. Review Employee Handbook
- VIII. Additional Paperwork to Review and Sign

Employee Signature Page

Provide your initials for each topic

1. Agency Reporting Requirements - 6.10

1. Staff member has knowledge of Article 3.1 of Title 26, C.R.S. regarding protective services for at-risk adults, and that all incidents involving neglect, abuse, or financial exploitation are reported immediately, through established procedures, to the Voyager's administrator or manager.

1. Employee's Initials (____)

2. Consumer Rights - 6.4

1. Staff member has been provided with a complete statement of the Consumer Rights, including the right to file a complaint with the department.

1. Employee's Initials (____)

3. Emergency Preparedness - 6.12

1. Staff member has been informed of their duties and responsibilities for implementing the emergency preparedness plan and have received adequate staff education on emergency preparedness.

1. Employee's Initials (____)

4. Infection Control - 6.15

1. Staff member has been provided training regarding Voyager's written infection control policies and procedures.

1. Employee's Initials (____)

5. Orientation Videos

1. Staff member has watched section 1-7 videos.

1. Employee's Initials (____)

6. Vaccinations

1. Staff member has read and understands Voyager Home Healthcare policies regarding employee vaccination requirements and flu shot requirements.

1. Employee's Initials (____)

Please print your name, position, date of hire and orientation, and, the start and end time of orientation.

Employee Name: _____ Position: _____

Date of Hire: _____ Date of Orientation: _____

Start Time: _____ End Time: _____

I have reviewed and understood all content included in the Employee Orientation.

Employee Signature: _____ Date: _____

Nursing Supervisor Signature: _____ Date: _____

Or

HR Signature: _____ Date: _____

INITIAL AND COMPREHENSIVE ASSESSMENTS

- 7.9

1. Initial and comprehensive assessments
 - 1.1. Initial assessment visit
 - 1.1.1. A registered nurse shall conduct an initial assessment visit to determine the immediate care and support needs of the consumer. The initial assessment visit shall be held either within 48 hours of referral, or within 48 hours of the consumer's return home, or on the ordered start-of-care date.
 - 1.1.2. When an alternate professional healthcare service is the only service ordered, the initial assessment visit may be made by the appropriate healthcare professional.
 - 1.2. Comprehensive assessment of consumers
 - 1.2.1. Voyager (Voyager) shall accomplish an individualized comprehensive assessment that accurately reflects each consumer's current health status and includes information that may be used to demonstrate the consumer's progress toward achievement of the desired outcomes.
 - 1.2.2. The comprehensive assessment shall identify the consumer's need for home care and meet the consumer's medical, nursing, rehabilitative, social and discharge planning needs.
 - 1.2.3. The comprehensive assessment shall be completed in a timely manner, consistent with the consumer's immediate needs, but no later than five (5) calendar days after the start of care. CODE OF COLORADO REGULATIONS 6 CCR 1011-1 Chap 26 Health Facilities Regulation Division 40
 - 1.2.4. Except as otherwise indicated in this section, a registered nurse shall complete the comprehensive assessment.
 - 1.2.5. When healthcare services other than nursing are ordered by the physician, the primary professional healthcare worker shall complete the comprehensive assessment.
 - 1.2.6. When nursing services are provided, the comprehensive assessment shall include a review of all medications the consumer is currently using in order to identify any potential adverse effects and drug reactions, including ineffective drug therapy, significant side effects, significant drug interactions, duplicate drug therapy and noncompliance with drug therapy.
 - 1.2.6.1. Voyager shall report any concerns to the attending physician, and the director of nursing and these reports shall be acted upon.
 - 1.2.7. For consumers receiving intermittent respite and waiver services that are not provided within a continuous 60 day period, a comprehensive assessment shall be

accomplished before reinitiating services rather than the minimum time frames set forth below.

- 1.2.8. The comprehensive assessment shall be updated and revised as frequently as the consumer's condition warrants due to a major decline or improvement in the consumer's health status. At a minimum, it shall be updated and revised:

- 1.2.8.1. Every 60 days beginning with the start-of-care date; and

- 1.2.8.2. Within 48 hours of the consumer's return to the home from a hospital admission of 24 hours or more for any reason other than diagnostic tests or, for non-certified agencies, as ordered by the physician or intermediate care provider.

- 1.3. Provision of skilled services

- 1.3.1. Voyager shall have written policies regarding nurse delegation. The policy shall delineate what tasks or procedures may or may not be delegated, the delegation process, documentation and how the delegate shall be supervised in accordance with state regulation. If Voyager prohibits delegation, there shall be a policy that specifies such prohibition. Voyager's delegation policy is written below.

- 1.3.1.1. Voyager prohibits all delegation, except for the following.

- 1.3.1.1.1. Only nurses may delegate tasks or procedures. Nurses may only delegate to other home health care employees who share the same case. A nurse may not delegate tasks or procedures for any cases the nurse is not currently assigned to.

- 1.3.1.1.2. The nurse may not delegate any tasks or procedures beyond the scope of practice of the health care professional.

- 1.3.1.1.3. A CNA, PCW, and/or Homemaker may not delegate to any other home health care professional.

- 1.3.1.1.4. If a nurse wishes to delegate to a PCW/Homemaker, the nurse must first confirm that such delegations are within the scope of practice of a PCW/Homemaker. This must be done by consulting with the supervising PCW worker, and/or the Director of Nursing.

PLAN OF CARE - 7.10

POLICY: Plan of Care

1. Voyager Home Health Healthcare (Voyager) follows a written plan of care established and periodically reviewed by a doctor of medicine, osteopathy, or podiatric medicine. Care plans may be established by a nurse practitioner, physician assistant or other therapists within their scope of practice. Such a plan of care may be accepted by Voyager, if Voyager is not federally certified as a home care agency. For PACE participants, the interdisciplinary team shall establish, follow and periodically review the plan of care.

- 1.1. The plan of care will be developed in consultation with the agency staff and covers all pertinent diagnoses, including mental status, types of services, identification of any services furnished by other providers and how those services are coordinated, equipment required, frequency and duration of visits, prognosis, rehabilitation potential, functional limitations, activities permitted, instructions for timely discharge or referral and any other appropriate items.
 - 1.1.1. The plan of care will identify the consumer's continuing need for home care and meet the consumer's medical, nursing, rehabilitative, social and discharge planning needs.
 - 1.1.2. The plan of care shall reflect the participation of the consumer and/or the legal representative to the extent possible. Voyager will communicate the plan of care to the consumer/caregiver in a comprehensible way.
2. If a physician or intermediate care provider refers a consumer under a plan of care that cannot be completed until after an evaluation visit, the attending physician or attending intermediate care provider shall be consulted to approve additions or modifications to the original plan. Orders for therapy services will include the specific procedures and modalities to be used and the amount, frequency and duration. The therapist, other agency personnel and external home care providers (where applicable) shall participate in developing the plan of care.
3. The total plan of care will be reviewed by the attending physician or attending intermediate care provider and Voyager personnel as often as the severity of the consumer's condition requires, but at least once every 60 days or more frequently when there is a significant change in condition.
 - 3.1. For consumers receiving intermittent respite and waiver services that are not provided within a continuous 60 day period, the time frame for review begins upon the re-initiation of care.
4. Agency professional staff will promptly alert the physician or attending intermediate care provider to any changes that suggest a need to alter the plan of care.
5. If person-to-person contact was not completed or if awaiting a return response, all contacts and interactions shall be documented. The agency shall have a written policy regarding how the agency will intervene if the attending care provider cannot be contacted or does not respond timely.
 - 5.1. All orders shall contain sufficient information to carry out the order, name of the physician, intermediate care provider and, if appropriate, representative conferring the order to the Voyager.

UNABLE TO CONTACT THE CARE PROVIDER - 7.10

1. Voyager Home Health Healthcare (Voyager) implements the following procedures in the event a consumer's attending care provider cannot be contacted or does not respond in a timely manner.
 - 1.1. Voyager sends their Plan of Care through our electronic management system. Voyager is also able to send the Plan of Care through fax or email, whichever the attending care provider prefers.
 - 1.1.1. If the attending care provider does not respond to our plan of care within 2 business days, the attending care provider will be attempted to be contacted again through phone, email, and/or fax. If the attending care provider is still unreachable, Voyager will attempt to reach the attending care provider at their physical address.
 - 1.2. In the event of an life-threatening emergency, 911 should be called immediately.
 - 1.2.1. During a non-emergency situation, the consumer may wait until the care provider can be contacted.
 - 1.3. With consumers who are willing, a secondary care provider will be established who can be contacted in the event that the consumer's primary care provider is unavailable.

MEDICATION MANAGEMENT - 7.11

POLICY: CONTROLLED DRUG ADMINISTRATION

1. Controlled drugs should be in a lock box at all times except while administering the medications. If the client is unwilling to buy or use a lock box for controlled medications, the client will be educated on the risks of such a decision and it will be documented in the clients charts.
2. Agency staff shall not transport controlled drugs from the pharmacy to the consumer. If such an occurrence is needed, it will have to be approved by the Director of Nursing.

COORDINATION - 7.12

Coordination:

1. Care coordination will be demonstrated for each consumer at least every 60 days for cases where there is more than one agency sharing the provision of the same home health services. The minutes of these case conferences shall reflect discussion and input by all the disciplines providing care to the consumer.
2. Voyager shall be responsible for the coordination of consumer services both with internal staff and known external services providing care and services to the same consumer.
3. All personnel furnishing services will maintain liaison to ensure that their efforts are coordinated effectively and support the objectives outlined in the plan of care and as delineated through outside home care services.
4. The clinical record, care coordination notes or minutes of the case conferences shall establish/show that effective interchange, reporting and coordination of the consumers care occurred.
5. A written summary report for each consumer will be documented on the consumer's Plan of Care and will be sent to the attending primary care provider, as appropriate, at least every 60 days.

EXTENDED CARE - 7.13

Extended care is defined as a total of six (6) or more hours of home health services provided in a 24-hour period by a licensed agency that provides skilled health services on a continuous basis.

1. Voyager shall have a contingency plan regarding how the case is managed if a scheduled employee is unable to staff the case.
2. A communication record shall also be maintained in the home if a consumer is receiving extended care from a licensed or registered nurse.
 - a. The record shall contain:
 - i. The current plan of treatment
 - ii. Notes containing consumer status and continuing needs.
 - iii. Medication administration record; and
 - iv. Any other information deemed necessary by the licensed agency.

- b. If nurse aide service is the only service providing extended care, a home communication record is not required. Written instructions shall be maintained in the home and in the permanent record.
- 3. Voyager shall have an orientation plan for the staff providing the care to the consumers. Since extended care cases may involve highly technical services, this plan shall reflect how the agency ensures that the individuals providing the extended care are qualified to provide these types of services.
- 4. Contracting for extended care services
 - a. Voyager may contract with another entity to provide extended care in Voyager's service area provided that administration, care and supervision down to the consumer care level are ultimately the responsibility of the primary agency.
 - b. The contract shall be in conformance with section 6.18 of this chapter.
 - c. The contracted staff shall have completed the agency orientation and competency appraisal for provisions of care and services for the extended care consumer. Staff credentialing, orientation and competency appraisal documentation shall be kept at the primary agency.
- 5. Prior to withdrawing skilled nursing or nurse aide services for an extended care consumer, Voyager shall:
 - a. Show continuing and documented efforts to resolve conflicts unless the safety of staff is placed at immediate risk;
 - b. Provide evidence that ongoing efforts were made to recruit staff or place with another agency; and
 - c. Give the consumer or authorized representative 15-business days notice of the intent to discharge the consumer unless staff or consumer safety is at immediate risk. Voyager shall have evidence that such notice was delivered in person or by certified mail.

SKILLED NURSING SERVICES - 7.14

- 1. The registered nurse shall be responsible for the following:
 - a. The initial evaluation visit,
 - b. Regularly reevaluating the consumer's nursing needs,
 - c. Initiating the plan of care and necessary revisions,
 - d. Furnishing those services requiring substantial and specialized nursing skill,
 - e. Initiating appropriate preventive and rehabilitative nursing procedures,
 - f. Preparing clinical notes, coordinating services, and informing the physician and other personnel of changes in the consumer's condition and needs,
 - g. Counseling the consumer and family in meeting nursing and related needs, and
 - h. Participating in in-service programs, supervising and teaching other nursing personnel.
- 2. The licensed practical nurse shall be responsible for the following:
 - a. Furnishing services in accordance with agency policies,

- b. Preparing clinical notes,
- c. Assisting the physician, intermediate care provider and registered nurse in performing specialized procedures.
- d. Preparing equipment and materials for treatments, observing aseptic technique as required, and
- e. Assisting the consumer in learning appropriate self-care techniques.

NURSE AIDE SERVICES - 7.15

1. Voyager (Voyager) selects nurse aides on the basis of such factors as the ability to read, write, carry out directions and effectively communicate with others. Nurse aids must also show ability to demonstrate competency in the provision of care and services safely and effectively. Nurse aids must treat consumers with dignity and respect, both to the person and their property.
2. Voyager ensures that each nurse aide it employs is certified by the Colorado Department of Regulatory Agencies within four (4) months of starting employment and that their certification remains current. Each aide that provides care and services before certification shall be supervised in the home by direct observation at least weekly for the first month of employment and every two (2) weeks thereafter until certification is obtained.
3. Voyager shall complete a competency assessment with direct observation of each nurse aide before assignment in accordance with Voyager's 7.16 policy.
4. For all consumers who are receiving skilled care and need nurse aide services, the supervising health care professional shall, during supervisory visits, accomplish the following:
 - 4.1. Obtain the consumer's input, or that of the consumer's authorized representative, regarding the nurse aide assignment form (Care Plan) including all tasks to be performed during each scheduled time period.
 - 4.1.1. Details such as, but not limited to, housekeeping duties and standby assistance shall be negotiated and included on the nurse aide assignment form so that all obligations and expectations are clear.
 - 4.1.2. The nurse aide assignment form shall contain information regarding special functional limitations and needs, safety considerations, special diets, special equipment and any other information that is pertinent to the care that will be given by the aide.
 - 4.1.3. Voyager shall ensure that the consumer or the consumer's authorized representative approves and signs the form (Care Plan), Voyager shall also provide a copy of the Care Plan at the beginning of services and at least once per year thereafter.
 - 4.1.4. Provide each consumer and/or the consumer's authorized representative with a new copy of the consumer rights form and explain those rights at least annually.

- 4.1.5. If nurse aide services are provided to a consumer who is receiving in-home care by a health professional, the supervising health care professional, in accordance with the professional's scope of practice and state and federal law, shall make an on-site supervisory visit to the consumer's home no less frequently than every two (2) weeks to supervise the nurse aide. Direct observation of care being provided by the nurse aide shall occur at least every 60 days. More frequent direct supervision shall occur if there are adverse changes in the consumer's condition, complaints received associated with the provision of care by an aide, supervision requested by the nurse aide or consumer for specific issues or other matters concerning the provisions of care by the nurse aide.
- 4.1.6. If nurse aide services are provided to a consumer who is not receiving in home care by a health professional, a supervisory visit with the nurse aide present at the consumer's home shall occur no less frequently than every 60 days. More frequent direct supervision shall occur if there are adverse changes in the consumer's condition, complaints received associated with the provision of care by an aide, supervision requested by the nurse aide or consumer for specific issues, or other matters concerning the provisions of care by the nurse aide.

NURSE AIDE TRAINING AND ORIENTATION -

7.16

1. Voyager Home Healthcare (Voyager) shall ensure that skills learned or tested elsewhere can be transferred successfully to the care of the consumer in his/her place of residence. This review of skills could be done when the nurse installs an aide (CNA) into a new consumer care situation, during a supervisory visit or as part of the annual performance review. A mannequin may not be used for this evaluation.
2. If Voyager's admission policies and the case-mix of Voyager's consumers demand that the aide care for individuals whose personal care and basic nursing or therapy needs require more complex training than the minimum required in the regulation, Voyager will document how these additional skills are taught and validated.
3. Voyager will establish a process for standardized, step-by-step observation and evaluation of nurse aide competency in the following subject areas prior to the assignment of tasks, requiring direct observation of the following skills: items (3), (9), (10) and (11) of this paragraph (C).
 1. Communications skills;
 2. Observation, reporting and documentation of consumer status and the care or service furnished;
 3. **Reading and recording temperature, pulse and respiration;**
 4. Basic infection control procedures;
 5. Basic elements of body functioning and changes in body function that shall be reported to an aide's supervisor;
 6. Maintenance of a clean, safe, and healthy environment;
 7. Recognizing emergencies and knowledge of emergency procedures;
 8. The physical, emotional and developmental needs of, and methods to work with, the populations served by Voyager, including the need for respect of the consumer, his or her privacy and property;
 9. **Appropriate and safe techniques in personal hygiene and grooming that include:**
 1. Bathing
 1. Bed/sponge,
 2. Tub, and
 3. Shower,

2. Shampoo
 1. Sink,
 2. Tub, and
 3. Bed,
3. Nail and skin care,
4. Oral hygiene, and
5. Toileting and elimination;
10. Safe transfer techniques and ambulation;
11. Normal range of motion and positioning; and
12. Adequate nutrition and fluid intake.
4. Written assignment and instructions for the nurse aide shall be prepared by the registered nurse or other appropriate professional who is responsible for the supervision of the nurse aide.
 1. The nurse aide assigned and instructed to provide only those services the aide is permitted to perform under state law and deemed competent to perform.
 2. The written assignment reflects the consumer's plan of care orders.
 3. The written instructions of the assignment shall consider the skills of the nurse aide, the amount and kind of supervision needed and the specific nursing or therapy needs of the consumer.
 1. The written instructions shall detail the procedures for the consumer's unique care needs.
 2. The written instructions shall identify when the nurse aide should report to the supervising professional.
 4. The written assignment and instructions shall be reviewed every 60 days or more frequently as changes in the consumer's status and needs occur.