SECTION 1

- TERM CONTRACT ISSUED BY THE DEPARTMENT OF HUMAN SERVICES
- EMERGENCY TELEPHONE NUMBERS
- INITIAL HIRING PACKET REQUIREMENTS
- CREDENTIAL CONFIRMATION PROGILE
- PRIMARY AGENCY FORM
- HEPATITIS B VACCINE
- HIPPA
- AGENCY STAFF ORIENTATION
- OSHA (FIRE & SAFETY / RESIDENT'S RIGHTS AND UNIVERSAL PRECAUTIONS)
- (3) RESIDENT IN-SERVICES
  - Rehab. & Restorative
  - Dental/Oral Hygiene
  - Resident Abuse, Neglect & Theft

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
Slot W345, P. O. Box 1437
Little Rock, Arkansas 72203

STATE CONTRACT AWARD
for Technical Services

THIS IS A **TERM** CONTRACT ISSUED BY THE DEPARTMENT OF HUMAN SERVICES. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE PROCUREMENT.

BUYER: CHORSIE BURNS **CONTRACT/BID NO:** HS11-0006

DESCRIPTION: NURSING SERVICES
CONTRACT PERIOD: JULY 1, 2011 THROUGH JUNE 30, 2012

CONTRACT VALUE: $NA
COMMODITY CLASS (ES): 94864
AGENCY CONTACT/PHONE: MONICA MOORE @ 501-860-0549
DELIVERY REQUIREMENTS: N/A

INVOICE TO:
ARKANSAS HEALTH CENTER
ATTN: PURCHASING
6701 HWY 67
BENTON, AR 72015

DELIVER TO:

CONTRACT AWARD TO:
SEE PAGE 2

STATE OF ARKANSAS DEPARTMENT OF HUMAN SERVICES

BY: Jane Baxter **DATE:** 6/1/11

Criteria for Award

It is the intent of the division to contact the lowest vendor first, if the vendor cannot provide the requested service required at that time then the second lowest vendor will be contacted, and so on. However, in the event of a crisis situation, the division will contract the first vendor, if the first vendor is unable to provide the service, the division will be permitted to contact any of the remaining five (5) vendors to supply the required service. "Crisis" shall be defined as that period identified as one (1) hour, or less, from beginning of the shift position needed.

Vendors & Ranking

Medical Staffing Network 10110 West Markham St, Ste B Little Rock, AR 72205 **Contact Name:** Sharon Wisdom **Phone:** 501-227-9700 **Fax:** 501-227-9727 **Vendor No:** 100175337 **Ranking:** 1st	BrightStar Healthcare 11219 Financial Center Parkway, Ste 311 Little Rock, AR 72211 **Contact Name:** Mike Scott **Phone:** 501-224-3737 **Fax:** 501-224-3738 **Vendor No.:**100178226 **Ranking:** 2nd
Maxim Staffing Solutions 10310 W Markham St, STE 206 Little Rock, AR 72205 **Contact Name:** Clay McGowen **Phone:** 501-223-2300 **Fax:** 877-306-8308 **Vendor No:** 100162847 **Ranking:** 3rd	Arkansas Healthcare Personnel, Inc. 425 N University Little Rock, AR 72205 **Contact Name:** Kathy Edwards **Phone:** 501-666-1825 **Fax:** 501 666-8544 **Vendor No:** 100033426 **Ranking:** 4th
MedLinc, Inc 1501 N University, Suite 300 Little Rock, AR 72207 **Contact Name:** Rebecca Lincoln **Phone:** 501-492-7200 **Fax:** 501-492-7211 **Vendor No:** 100163363 **Ranking:** 5th	Annette's Nursing Service, Inc 1814 N. Reynolds Rd. Bryant, AR 72022 **Contact Name:** Terl Ward **Phone:** 501-847-8116 **Fax:** 501-653-2115 **Vendor No:** 100054350 **Ranking:** 6th

CONTRACT PERIOD
The awarded contract will be a **Term** contract with possible extensions of up to six (6) additional one (1) year periods or portions thereof. The issuance of a contract does not guarantee that a specific amount of nursing services will be requested by AHC and does not guarantee an exclusive contract for any vendor's firm(s).

The contract requirements have been developed and established with consideration for the economic and operational needs of the division.

PRICING
Rates are to remain the same for the duration of the contract not subject to price escalation. AHC will pay only for hours worked and **will not** pay for show ups or call pay. AHC will pay time and a-half for approved overtime. AHC will pay time and a-half for the following holidays only:

New Year's Day (January 1)
Memorial Day (last Monday in May)
Independence Day (July 4),
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Eve (December 24)
Christmas Day (December 25)

Approval of overtime will be at the discretion of the nursing home administrator or delegate and will only be paid for hours worked in excess of 40 hours per pay period. Pay periods will begin at 12:00 a.m. CST (midnight) on Sunday and run through Saturday, 11:59 p.m. CST.

INVOICES
All invoices must be submitted in duplicate and no more than once weekly for services provided. The invoices are subject to DHS invoice requirements. Invoices must be accurate and match the employee's time sheet — time in and time out must be listed on the invoice. All time sheet(s) MUST contain employee's full name, actual hours worked (i.e. time in and time out) and the Unit/Agency where employee worked. Inaccurate invoices/time sheets will be returned to the contractor without payment. Payment of invoice will normally be 30-45 days after receipt of invoice(s). Invoices/timesheets are to be sent to:

Arkansas Health Center
Attn: Purchasing
6701 Hwy 67
Benton, AR 72015

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by DHS. DHS may not make payment in advance of delivery and acceptance of any equipment or service.

DHS must authorize any services rendered which are not in the ordinary course of the contractor's business in writing. In no instance shall any payment be made for services that are not in accordance with the quoted prices on the contractor's Official Price Sheet(s).

STAFF HOUR USAGE:
Current man hours for the requested services are approximately **169,740** per year.

SPECIFICATIONS

General Requirements
Providing proper nursing care is a health and welfare need. As such, all vendors are cautioned that once they are awarded a contract, they must adhere to all provisions contained within the contract.

Under the direction of nursing services, agency staff will perform functions as specified at AHC, in accordance with all federal, State, institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations.

Contractor must provide certification in advance that all personnel provided is current/valid in the following:

1. Drug/Alcohol Screening (pre-employment acceptable)
2. Purified Protein Derivative (PPD) /TB skin test results *
3. Flu Immunization*
4. Hepatitis B Record
5. OLTC Background Check (CNA's)*
6. Arkansas State Police Background Check (CNA, LPN, and RT)*
7. CPR- American Heart Association-Health Care Provider Basic Life Saver (HCPBLS)**
8. Registry screening checks as follows:
    a. Child Maltreatment Registry**
    b. Adult Maltreatment Registry**
    c. OLTC Employment Clearance Registry*
    d. Registry Records for RN's, LPN's, and RT's**

*** Required annually**
**** Required every 2 years**

Contractor must provide proof for **all personnel** continued residence in Arkansas for the past five (5) years or provide a federal background check (FBI fingerprint card).

Contractor must provide proof that all licensed/certified personnel are graduates of an accredited medical program and that their licenses/certifications are current.

Licensed/Certified personnel must provide evidence that they have a minimum of one (1) year full time experience in the appropriate area of practice (i.e. ventilator care, behavioral care, etc...) and that no disciplinary actions are pending or in progress with their licensing boards.

All personnel are required to possess and maintain current licenses and certifications, as required by the State of Arkansas. The Contractor will be required to furnish copies of licenses and certifications before personnel can be assigned to work. Each contractor must provide the required information for all personnel prior to any employee being assigned to work at AHC.

All personnel assigned to perform work shall be physically able to do the assigned work.
All personnel must successfully complete AHC orientation course prior to starting work. This course will be conducted by AHC.

Other Essential Requirements

- Employees must complete eight (8) hour orientation at AHC, at the contractor's expense. Please note: AHC DOES NOT PAY FOR ORIENTATION.
- All personnel must also complete the twenty (20) hour MANDT training to be provided by AHC within 3 months of beginning work at AHC; additionally eight (8) hours of training is required annually to maintain certification. MANDT training is mandatory. AHC will document all training. Contractor will be responsible for 100% of the MANDT training cost. AHC DOES NOT PAY FOR MANDT.
- Additional orientation may be required at the discretion of AHC Nursing Department.

Contractor must provide written documentation that each employee has read the facility job description and orientation manual, to also include AHC policy and procedure manual. All contractor employees will adhere to and abide by AHC policy and procedures. Failure to do so will result in the employee being immediately relieved of duty. The contractor will be informed that the employee could be barred from future employment by AHC. Employees must review and demonstrate an understanding of AHC orientation manual and updates prior to working at AHC.

Contractor must provide written documentation that each employee has completed all AHC Nursing department competencies.
Employees must be capable of demonstrating competency for treatment of adult and geriatric clients.

Employees must demonstrate:

a. the ability to observe and evaluate psychiatric conditions
b. the ability to use good judgment and to maintain confidentiality related to patient and information
c. the ability to perform in a high level stimulated environment
d. the ability to react calmly and effectively in emergency situations
e. the ability to work as a team player
f. the ability to demonstrate tact, resourcefulness, patience, and dedication
g. the ability to adhere to and to apply skills to policy and procedures
h. the ability to work different shift times/flexible-staffing times
i. effective oral and written communication skills
j. organizational skills
k. a basic knowledge of computers
l. provide written documentation that the employee has completed HIPPA training
m. ability to adhere to HIPPA standards (Provide written documentation that the employee has completed HIPPA training)
n. ability to perform nursing duties commensurable to level of nursing qualifications

Contractor's Liability

No employee can be active with more than one vendor while working at AHC. All employees shall commit to only work for one vendor while on AHC premises during any ninety (90) day period, set up by AHC. For example: The first period might be July 1, 2011 through September 30, 2011. Each employee would declare which vendor they will be working for while on AHC premises during this period. The effect is that an employee cannot work on AHC premises for both vendor A and vendor B during this period.

Call-ins or Cancellations

All call-in(s) - or cancellation(s) must be communicated to the nursing scheduler or the nurse on duty a minimum of two (2) hours prior to the start of any required shift. Specifically, for the shifts that start at 6:30 am, call-ins must be communicated prior to 4:30 am; for shifts that start at 6:30 pm, call-ins must be communicated prior to 4:30 pm. There will be **NO EXCEPTIONS.**

If a trend is noted whereby a vendor's personnel is consistently late or at the last minute calls in without justification, this may be grounds for termination of the vendor's contract with AHC.

If a vendor and/or employee calls and cancels less than two (2) hours prior to the beginning of a shift more than three(3) times and if the vendor fails to replace a cancelled employee for a shift on three(3) separate occasions, a Vendor Performance Report (VPR) will be written on the vendor. If a vendor's employee's performance is less than satisfactory, the employee will be required to either

1. go through re-education on the subject,
2. Face possible suspension for a specified time or
3. AHC will make a DO NOT RETURN (DNR) report to the contractor based on that incident.

Response Time

Vendor's response time to a staffing request **MUST BE TIMELY** which is determined, for the purpose of this document, to mean:

- IMMEDIATE NEED-FIFTEEN (15) MINUTES OR LESS,
- ROUTINE NEED —THIRTY(30) MINUTES OR LESS
- AND PROJECTED NEED- FOUR (4) HOURS OR LESS.

IMMEDIATE NEED=CRISIS
ROUTINE NEED=NEXT SHIFT

PROJECTED NEED - **TWENTY-FOUR (24) HOURS OR GREATER**

Duties:
The following duties, described as a minimum, are to be performed by the LPN, CNA and RT in providing nursing services under this contract.

Licensed Practiced Nurse (LPN)
LPNs are to be constantly aware of safety considerations and well-being of patients as well as the cleanliness and sanitation of the environment. Patients are never to be left unattended or in unsafe situations. Patients shall be under personnel supervision at all times, unless otherwise specified in the treatment plan.

At the direction of the head nurse, or as advised, LPN's will perform functions as specified in all federal, State, departmental and institutional procedures, policies, guidelines, administrative orders, directives, and applicable regulations.

All goals for patients on LPN's assigned unit are to be implemented and documented as required. Nurses are to ensure that activity schedules are current and followed by all assigned personnel. LPN's will work closely with the physician, unit personnel, and other health team members to provide optimum care for each client in the assigned units, including a safe environment.

LPNs are to be always alert for safety concerns and/or unusual events and will promptly report them. Any deviation or suspected deviation from the norm for a client will be immediately assessed and reported to the assigned supervisor.

LPNs shall use the steps of nursing process in all client care areas. These steps include assessment, planning, implementation or intervention, and evaluation. Although LPNs are not responsible for writing formal client care plans, the LPNs professional knowledge, skills, and judgment are essential for accurate client assessment, a realistic plan of care, effective intervention, and ongoing client evaluation.

All medications and treatments prescribed by the physician will be transcribed, prepared, administered and recorded with 100% accuracy. LPNs will use all means available to ensure accurate identification of each client for each medication administration. Errors, actual or suspected, will be reported immediately.

Certified Nurses Aid (CNA)
Obtain data regarding the physical and psychiatric (behavioral) status of the patient (i.e., temperature, pulse, respiration and weight), at prescribed interval(s), whether the patient is oriented, confused, or a behavioral problem.

Report changes in patient's physical status to nurse in charge.

Report changes in mental status of patient (this is attitude and behavior) to the nurse in charge.

Interact in a therapeutic way with patient.

Assist general hospital personnel with lifting and moving, carrying out programs of exercise, recreation and social activities.

Submit accurate oral reports to their supervisor at end of the tour of duty.

Assist patients with letter writing, phone calls, and other personal social tasks.

Supervise and/or assist patients, as appropriate, with meals.

Provide one-to-one supervision for psychiatric patients temporarily transferred to other local hospitals for medical and/or surgical services not available at AHC.

Respiratory Therapist (RT)

Assist patients who suffer from pulmonary (breathing) disorders. In addition to analyzing and performing diagnostic testing, perform relevant exams and control patients' blood-oxygen levels, as well as set up and utilize cardiopulmonary equipment and machines needed to assist or monitor the patients breathing.

Set up and operate devices such as mechanical ventilators, therapeutic gas administration apparatus, environmental control systems, and aerosol generators, following specified parameters of treatment. Provide emergency care, including artificial respiration, external cardiac massage and assistance with cardiopulmonary resuscitation.

Monitor patient's physiological responses to therapy, such as vital signs, arterial blood gases, and blood chemistry changes, and consult with physician if adverse reactions occur.

Read prescription, measure arterial blood gases, and review patient information to assess patient condition.

Work as part of a team of physicians, nurses and other health care professionals to manage patient care.

Enforce safety rules and ensure careful adherence to physicians' orders.

Maintain charts that contain patients' pertinent identification and therapy information.

Inspect, clean, test and maintain respiratory therapy equipment to ensure equipment is functioning safely and efficiently, ordering repairs when necessary.

Explain treatment procedures to patients to gain cooperation and allay fears.

Perform bronchopulmonary drainage and assist or instruct patients in performance of breathing exercises.

Required Equipment

The Contractor must have access to or use of a fax machine and/or e-mail capability in order to receive nursing requirements and be able to send responses to the requesting department.

E-mail will be the primary way of communicating with the Contractor, including sending monthly staffing schedule requests for services to the Contractor and for receiving correspondence from the Contractor.

E-mail messages will be used to document communication requests.

Personnel

The Contractor's personnel shall complete and sign AHC time sheets, when required to do so by AHC. The Contractor personnel are not required to complete AHC application forms. The Contractor shall provide screening of their personnel and verify the following:

- work records relative to attendance
- reasons for leaving last employment
- background checks of all prior employment, inclusive of criminal records check

Unsatisfactory Personnel

AHC shall have the right to remove contracted personnel with or without just cause. When requested, immediate action will be taken by the Contractor to remove the employee. ANC shall have the right to report any un-appropriate behavior to the proper authority if required - such as the Department of Health or the police. AHC may also maintain a data base of unsatisfactory personnel. Once the Contractor's employee is removed for cause, the Contractor shall not assign that employee to AHC in the future.

Shift Information

Services may be required on a seven (7) day per week basis and cover all shifts and/or during a 12 hour shift. Assignments by day or shift including starting time and hours will be at the discretion and needs of AHC.

Present Nursing Shifts: (subject to change)
Day: 0630— 1900
Night: 1830 — 0700

Shift Modifications
Modifications may be made to shifts on an individual basis but only when agreed upon by both parties. For example if a Contractor has been requested to fill shifts totaling 24 continuous hours, a Contractor may offer to fill the requirement with two (2) twelve hour shifts. Billing will remain the same as the present nursing shifts.

Order Procedures
Whenever AHC requires nursing services that are known, whether it be projected or routine need, an e-mail/fax will be sent to the first listed vendor for the required job classifications. The e-mail/fax will provide a response cut-off time. If the first vendor responds by the cut-off time, then the first vendor will be used for those staffing needs. If, however the first vendor responds that they cannot fill the request or can only fill part of the request, an email/fax will be sent to the second vendor and so forth, until all needed staffing requirements have been satisfied.

For immediate need notice, an email/fax will be sent to the first vendor and if that vendor is unable to provide the service, AHC will be permitted to contact any of the remaining five vendors in order to supply the required service and the vendor who responds first, that they can fill the request, will be awarded the job.

Vendors must also have a means of after normal business hour, weekend and holiday communication. This can be accomplished with an alternate email, fax, phone or an after-hours call service.

Employee Conduct
All Contractor personnel must observe all AHC regulations in effect at the location where the work is being performed. While on AHC property, the Contractor's personnel shall be subject to oversight by the Director of Nursing or his/ her designee. Under no circumstances shall the Contractor's or any subcontractor's personnel be deemed employees of AHC. Contractor or subcontractor personnel shall not represent themselves to be employees of AHC.

Contractor's personnel will at all times make their best efforts to be responsive, polite, and cooperative when interacting with representatives of AHC or any other AHC employees.

The Contractor's personnel shall be required to work in a harmonious manner with AHC employees as well as outside contractors, if applicable. Nothing contained in this 1FB shall be construed as granting the Contractor the sole right to supply personal or contractual services required by AHC.

The Contractor agrees that, upon request by Director of Nursing or his/her designee, the Contractor shall remove from the work site any of its personnel who are, in the opinion of AHC, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance. Director of Nursing or his/her designee or their representative is empowered to request that the Contractor replace offending personnel immediately.

Director of Nursing or his/her designee may require replacement and removal from the work site any employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

Licenses and Permits
The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply AHC with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award, in the event that it had not been required as part of the Contractor's bid.

Employees of the Contractor

All parties must clearly understand that all Contractor personnel or any of his/her subcontractors shall be considered employees of the Contractor or subcontractor. Under no circumstances shall these people be considered employees of AHC or as independent Contractors. Therefore, the Contractor and any of his/her subcontractors must provide all functions related to these personnel with respect to their classification as employees. These functions will include such services as salary, benefits and proper payroll deductions such as federal and state income taxes, disability and unemployment insurance, etc

Contractor's personnel will be in uniform, clearly indicating name of firm and identifying their affiliation with the firm. In addition, personnel shall bear identification cards at all times with their name as well as the firm name listed on the card.

Contractor's personnel will be required to purchase AHC parking decal and display from vehicle.

ARKANSAS DEPARTMENT OF HUMAN SERVICES

OFFICIAL PRICE SHEET

Pricing must include shift differential/holiday not to exceed capped rate(s).

Vendor Ranking

1. Medical Staffing Network

Nursing Discipline	Unit Price Per Hour
LPN	$30.00
CNA	$17.75
Respiratory Therapist (RT)	$30.00
TOTAL	$77.75

2. BrightStar

Nursing Discipline	Unit Price Per Hour
LPN	$29.00
CNA	$19.00
Respiratory Therapist (RT)	$30.00
TOTAL	$78.00

3. Maxim Healthcare Services, Inc.

Nursing Discipline	Unit Price Per Hour
LPN	$31.00
CNA	$18.00
Respiratory Therapist (RT)	$34.00
TOTAL	$83.00

4. Arkansas Healthcare Personnel, Inc.

Nursing Discipline	Unit Price Per Hour
LPN	$32.80
CNA	$19.80
Respiratory Therapist (RT)	$33.50
TOTAL	$86.10

5. MedLinc, Inc.

Nursing Discipline	Unit Price Per Hour
LPN	$32.00
CNA	$20.00
Respiratory Therapist (RT)	$40.00
TOTAL	$92.00

6. Annette's Nursing Services, Inc.

Nursing Discipline	Unit Price Per Hour
LPN	$34.75
CNA	$21.25
Respiratory Therapist (RT)	$41.00
TOTAL	$97.00

Contractual Terms and Conditions

1. **INSPECTION OF WORK PERFORMED:** The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

2. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned. Property, including intellectual property, acquired or created by the contractor as a contract deliverable, is the property of the State. The contractor shall be responsible for the proper custody and care of all state owned property, including State owned property used in connection with the performance of this contract and the contractor agrees to reimburse the State for its loss or damage due to negligence, theft, vandalism, or Acts of God.

3. **PATENTS OR COPYRIGHTS:** Except as otherwise required by law, the contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

4. **ASSIGNMENT:** Any contract entered into pursuant to this procurement is not assignable nor the duties thereunder delegable by either party without the written consent of the other party to the contract.

5. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

6. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

7. **DISCRIMINATION:** In order to comply with the provision of A.C.A. § 25-17-101, relating to unfair employment practices, the contractor shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, national origin or ancestry and shall will include a similar provision binding upon all subcontractors.

8. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

9. **CONTRACTOR:** It is expressly agreed that the contractor, officers, and employees of the contractor or subcontractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that the State shall exercise no managerial responsibility over the contractor nor shall this contract be construed as a partnership or joint venture between the contractor or any subcontractor and the State or the State of Arkansas. The contractor hereby represents and warrants to the State that as of the execution date of this contract:

a. The contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this contract.
b. There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the contractor of its obligations hereunder, or the validity or enforceability of this contract.
c. All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this contract and the performance of the services contemplated by this contract and the fulfillment of the terms hereof have been obtained.
d. The contractor and the executive officers of the contractor have not been the subject of any proceeding under Chapter 7 of the United States Bankruptcy Code.

10. **FORCE MAJEURE**: The contractor will not be liable for any cost to the State if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

11. **DISPUTES**: In the event of any dispute concerning any performance by the State under the contract, the contractor shall notify the State Procurement Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c)(1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the contractor. This decision will be final and conclusive. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the State Procurement Director's instructions.

12. **PUBLIC DISCLOSURE**: Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

13. **SUBCONTRACTS**: The contractor is fully responsible for all work performed under the contract. The contractor may, with the prior written consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the contractor of any responsibility for performance of its duties. The contractor agrees that all subcontracts shall adhere to State policies. The contractor shall give the State immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor or any subcontractor which may result in litigation related in any way to the contract or the State.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than $25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form.** This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

14. **INDEMNIFICATION:** Except as otherwise required by law, the contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the State arising out of or as a result of:
    - Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
    - Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the contractor, its officers or employees in the performance of the contract;
    - Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
    - Any failure of the contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
    - The contractor shall agree to hold the State harmless and to indemnify the State for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the State may sustain as a result of the contractor's or its subcontractor's performance or lack of performance.

15. **WAIVER:** No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence. If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. If any one or more of the covenants, agreements, provisions or terms of this contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this contract and shall in no way affect the validity or enforceability of the other provisions of this contract.

16. **ATTORNEY'S FEES:** In the event that either party to this contract deems it necessary to take legal action to enforce any provision of the contract, and the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

17. **ACCESS TO CONTRACTOR'S RECORDS:** The contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor which are related to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

18. **SET-OFF:** The parties agree that the State, in its sole discretion, shall have the right to set-off any money contractor owes the State from the State's payment to contractor under this contract.

19. **STATE AND FEDERAL LAWS**: Performance of this contract by both parties must comply with State and Federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

20. **ACCESSIBILITY ACT 1227 OF 1999**: The contractor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq., which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments. Accordingly, the contractor represents and warrants to the State that the technology provided to the State for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

    For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

    These specifications do not prohibit the purchase or use of an information technology product that does not meet these standards if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually.

21. **ENTIRE CONTRACT**: The parties acknowledge that each have read this contract, understand it and agree to be bound by the terms. The parties further agree that this contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

22. **SURVIVAL OF RIGHTS AND OBLIGATIONS**: The rights and obligations of the parties under this contract shall survive and continue after the ending or expiration of the term of this contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

23. **TERM OF THE CONTRACT**: This contract may be extended in accordance with the terms stated in the procurement, by written mutual agreement of both parties and subject to approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority. The State shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

24. **TERMS OF PAYMENT/BILLING**: Payment will be made after commodities or services are delivered, accepted, received, and invoiced according to Accounts Payable requirements. No payment will be made prior to delivery of commodities or services.

An original invoice must be submitted to Accounts Payable. Each invoice must include the purchase order number, if applicable.

The contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

25. **TERMINATION OF CONTRACT:** The State may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the State. Payments for completed services or deliverables satisfactorily delivered to and approved by the State shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the State shall be at a price mutually agreed upon by the Contractor and the State. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the State may terminate this contract in whole or in part when the State determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

26. **PROCEDURE ON EXPIRATION OR TERMINATION:** Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:
    a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
    b. Place no further orders or enter into any additional subcontracts for services,
    c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
    d. Assign to the State in the manner and to the extent directed by the State representative all of the right, title and interest of the contractor in the orders or subcontracts so terminated. The State shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
    e. With the approval or ratification of the State representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this contract.
    f. Transfer title to the State and deliver in the manner, at the time, and extent directed by the State representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
    g. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
    h. Take such action as may be necessary, or as the State representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.

    The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

27. **TERMINATION CLAIMS:** After receipt of a Notice of Termination, the contractor shall submit to the State all outstanding claims within ten (10) working days. The Contractor and the State may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section. In the event of the failure of the Contractor and the State to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the State shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

28. **CONFIDENTIALITY OF INFORMATION** In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any

information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

29. **RECORDS RETENTION:** The contractor agrees to retain all records for five (5) years (or six years, for protected healthcare information) after final payment is made under this contract or any related subcontract. In the event any audit litigation or other action involving these records is initiated before the end of the five or six year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five or six year period, whichever is later.

30. **AUDIT REQUIREMENT:** Contractor shall comply with the state audit requirements as outlined in "Arkansas State of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Quality Assurance
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

31. **USE AND OWNERSHIP OF SOFTWARE:** The contractor will have access to all applications software that the State requires the contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the State to incur additional costs for either hardware or software upgrades or both. Any applications software developed by the contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

32. **LIABILITY:** In the event of non-performance of a contractual obligation by the contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal

regulations and standards, the contractor will be liable to the State in full for all penalties, sanctions and disallowances assessed against the State.

33. **CRIMINAL HISTORY CHECK/CENTRAL REGISTRY CHECK:** Contractor shall comply with A.C.A. §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

34. **COMPLIANCE WITH STATE POLICY ISSUANCES:** The contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the State promulgated through the Administrative Procedures Act.

35. **NOTICES:** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to the name and address of contractor's identified contact person or such other name or address as may hereafter be furnished to State in writing by the contractor.

Notices to the State should be mailed to:

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PO BOX 1437
SLOT W345
LITTLE ROCK, AR 72203

36. **CERTIFICATION REGARDING LOBBYING:** The contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of $100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement. If the contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

37. **CERTIFICATION REGARDING DEBARMENT:** The contractor, as a lower tier recipient of $25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions).

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency if the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" without modification in all lower tier covered transactions.

Contractor certifies that the contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Emergency Telephone Numbers

Adult Protective Agency: 800-482-8049

Director: Ed Hood--Work 860-0527; Home 860-0913; Cell 317-1567

Administrator: Gary Gipson--Work 860-0542; Home 794-1733; Pager 405-3291

Assistant Administrator: Jay Hill—Work 860-0526; Home 794-5945; Cell 303-8666

Director of Nursing: Teena Campbell—Work 860-0825; Home 778-4655; Pager 405-3669

Director of Security: David Donham—Work 860-0623

6:30-2:30 Security Supervisor: Stacy Duvall—Work 860-0621

3-11 Security Supervisor: Doug McCutcheon, Work 860-0622; Home 778-1289

11-7 Security Supervisor: Richard Jones, Work 860-0622

Director of Maintenance: Allen Rushing, Work 860-0576

Directory of Dietary: Christy wells, Work 860-0783

Director of Environmental Services: Teresa Cohen Work 860-0595; Pager 405-4012

Communications Supervisor: Lisa Mosier—Work 860-0502

Ark. State Police (CID): 622-3690, 455-3226

Benton Police Department: 778-1171

Benton Fire Department: (Non Emergency) 776-5988

Saline County Sheriff's Department: 303-5647

Saline County Coroner: Will Bearden—Home 315-2339; Cell 317-2544; Cell 860-1567

Camp Robinson Public Safety: 212-5656

Office of Long Term Care: 800-582-4887; After Hours Fax Reports to 682-8551

INITIAL PACKET UPON HIRING

License
Drug Screen
OLTC Background Check (C.N.A.'s)
ASP Background Check (C.N.A.'s, LPN's, RT's)
Adult Maltreatment Registry Check
Child Maltreatment Registry Check
PPD/TB Skin Test
CPR Certification – American Heart Association for the BLS of Healthcare Providers (CPR & AED Program) {expires at the end of month}
Flu Immunization Record (State Law)
Hepatitis B Record
Reference (1 year experience in related area)
5 Consecutive Years of Verification of Residency (*examples*: assessments/personal property/school records/utility bills) **MUST HAVE NAME & ADDRESS (Arkansas)**
OLTC Employment Clearance Report (C.N.A.'s)
AR State Board of Nursing Registry Record (LPN's, R.T.'s)
Job Description, signed
HIPPA
AHC Orientation
Annual In-Services required by DHS/AHC/OLTC
Resident In-Services (3): Power Point Presentation Available

a) Rehab. & Restorative
b) Dental/Oral Hygiene
c) Resident Abuse, Neglect, Theft

ANNUALLY (yearly)

OLTC Background Check (C.N.A.'s)
ASP Background Check (C.N.A.'s, LPN's, RT's)
PPD/TB Skin Test
Flu Immunization Record
OLTC Employment Clearance Report (C.N.A.'s)
AR State Board of Nursing Registry Record (LPN's & R.T.'s)
HIPPA
Annual In-Services required by DHS/AHC/OLTC
Resident In-Services (3): Power Point Presentation Available Upon Request

a) Resident Abuse/Neglect/Theft
b) Dental/Oral Hygiene
c) Rehab & Restorative

2 YEARS

CPR
License (LPN's, C.N.A.'s) (R.T.'s one (1) year)
Adult Maltreatment Registry Check
Child Maltreatment Registry Check

RANDOM
In-services per AHC in regard to discipline or state survey concerns

No Expiration Date (therefore not required updating)
Drug Screen
Hepatitis B Record
Reference
Job Description
AHC Orientation

CREDENTIAL CONFIRMATION PROFILE
ARKANSAS HEALTH CENTER

DATE: _____ AGENCY NAME: _____

NAME: _____ CERTIFICATION: CNA LPN RN RT

CREDENTIALS	ORIGINATION DATE	EXPIRATION DATE	SENT BY	CONFIRMED BY
Primary Agency Agreement		N/A		
License or Certification Number:				
Drug Screen – 10 Panel		N/A		
OLTC Background Check				
ASP Background Check				
Adult Maltreatment Registry Check				
Child Maltreatment Registry Check				
PPD/TB Skin Test				
CPR Certification				
Flu Immunization Record		N/A		
Hepatitis B Record		N/A		
Professional Reference		N/A		
Verification of Residency (5 yrs)		N/A		
OLTC Employment Clearance Report/Registry Record				
Job Description		N/A		
HIPPA – Resident's Rights				
AHC Orientation Form		N/A		
OSHA: Fire Safety				
OSHA: Universal Precautions				
Resident Abuse, Neglect				
Dental: Oral Care				
Rehab. & Restorative Services				

Arkansas Department of Health and Human Services
Division of Behavioral Health Services
ARKANSAS HEALTH CENTER
NURSING FACILITY
6701 HIGHWAY 67, BENTON AR 72015-8909
TELEPHONE (501) 860-0500 TTD (501) 860-0504 FAX (501) 860-0537

Date: _____

I, _____, LPN, C.N.A., R.T., agree to work for _____ Agency as my **primary** and **only Agency** while working at Arkansas Health Center. If I decide to change agencies I **must** provide a written 2 week notice to AHC before the change will take place.

Employee: _____

Staffing Coordinator: _____

Agency Home Office: _____

Request for Agency Change (Rev 9/08)

Date of Request_____ Date to Begin:_____

Name_____Position_____

Signature of Agency Employee:_____

Current Status

Agency Name_____

Reason for request_____
_____
_____
_____

Signature of Current Agency:_____

Change Status

Agency Name:_____

Signature of Agency going to:_____

Signature of Staffing Director/Designee_____

*All transfer forms should be submitted to the staffing office – fax to 501-860-0795
**A transfer forms will have all signatures completed before 2 weeks transfer date.

HEPATITIS B VACCINE

PARTICIPATION AGREEMENT:

I have read the Hepatitis B information sheet and/or other information about Hepatitis B and the Hepatitis B Vaccine. I have had an opportunity to ask questions and understand the benefits and risks of the Hepatitis B Vaccination. I understand that I must have (3) doses of vaccine to confer immunity, however, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience an adverse side effect from the vaccine. **I request that that the vaccine be given to me.**

_____ _____

Signature of Employee Receiving Vaccine Date

_____

Print Name of Employee

1. _____ _____
2. _____ _____
3. _____ _____

REFUSAL TO PARTICIPATE

This is to verify that I have had the opportunity to be informed about Hepatitis B and the fact that working in a nursing home facility increases my chances on contracting this disease. Further, immunizations means of the Hepatitis (3) Vaccine, I hereby release the State of Arkansas, Arkansas Health Center, and all employees of AHC from liability.

_____ _____

Signature of Agency Employee Date

_____ _____

Signature of Witness Date

Revised: 06/14/11

CONFIDENTIALITY AND COMPLIANCE WITH HIPPA

The parties hereto shall hold in confidence the information contained in this agreement. _____ and the Business Associate (BA) hereby acknowledge and

(Agency)

agree that all information related to this Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons, without the prior written consent of each of the parties except to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its agreements and obligations under this Agreement.

Business Associate (BA) is defined as: any Registered Nurse (RN), Licensed Practical Nurse (LPN) or Certified Nursing Assistant (C.N.A.).

In providing the services hereunder, the BA warrants that he/she shall fully comply with all applicable federal, state and local statues, rules, regulations and accreditation standards or requirements of Medicare or Medicaid or other federal or state health programs. In addition to the Joint Commission on Accreditation of Healthcare Organizations, the Health Insurance Portability and Accountability Act (HIPPA) of 1996, the National Committee for Quality Assurance and updates to incorporate any changes to such laws, rules, regulations, requirements and standards. This Agreement shall be deemed breached by the Associate if he/she fails to observe this requirement.

WHEREAS, services provided to various local healthcare facilities, and the BA receives, has access to, or creates Protected Health Information (PHI) in order to provide those services.

Permitted Uses and Disclosures of PHI: BA shall use and disclose PHI solely and necessary to perform services. BA shall not use or disclose PHI for any other purpose.

Adequate Safeguards for PHI: BA warrants that he/she shall implement and maintain appropriate safeguards to prevent the use and disclosure of PHI in any manner other than that as permitted by the Agreement.

Reporting Non-Permitted Use of Disclosures: BA shall immediately notify contracted Agency of each use and disclosure, of which he/she becomes aware, that is made by BA, or contracted Agency employees, representatives or agents that is not specifically permitted by this Agreement.

_____ _____

Agency Agency Employee

_____ _____

AGENCY STAFF ORIENTATION

Date: _____

I, _____, from _____,

(Agency)

have read the Agency Orientation Manual for the Arkansas Health Center (AHC) and agree to adhere to the Policies and Procedures for the Facility.

_____

Signature of Agency Employee

ARKANSAS HEALTH CENTER

FIRE & SAFETY

I, _____ have read the Fire & Safety
(Employee Name)

In-service in the A.H.C. Agency Manual for _____.
(Agency)

RESIDENT'S RIGHTS AND UNIVERSAL PRECAUTIONS

I, _____ have participated in an In-
(Employee Name)

service on Residents' Rights and Universal Precautions in the A.H.C. Agency Manual for _____.
(Agency)

_____ _____
Signature Date

REHAB AND RESTORATIVE NURSING INSERVICE ATTENDANCE SHEET

DATE: ____________________

INSERVICE INSTRUCTOR: ____

INSERVICE OVERVIEW:

- UNDERSTANDING OBRA '87
- DEFINITIONS OF RESTORATIVE NURSING
- RESTORATIVE vs. REHABILITATION
- KEYS TO SUCCESS
- THE RNA
- ONE LAST THOUGHT

EMPLOYEES ATTENDING INSERVICE

ORAL HYGIENE INSERVICE ATTENDANCE SHEET

DATE: ____________________

INSERVICE INSTRUCTOR: ____

INSERVICE OVERVIEW:

- IMPORTANCE OF ORAL HYGIENE
- PNEUMONIA RISK
- BASIC INTERVENTIONS and PRACTICAL SOLUTIONS for BEST PRACTICE

EMPLOYEES ATTENDING INSERVICE

RESIDENT ABUSE, NEGLECT AND THEFT INSERVICE ATTENDANCE SHEET

DATE: _____

INSERVICE INSTRUCTOR: _____

INSERVICE OVERVIEW:

- WHEN YOU ENTER THE NURSING HOME ENVIRONMENT, YOUR WORLD AND THE LAW CHANGES.
- DISCIPLINE IN YOUR OWN HOME MAY BE A FINDING FOR CRIME IN THE NURSING HOME.
- PUT YOURSELF ON GUARD- JUST DON'T REACT
- COPING SKILLS TO PROTECT YOURSELF
- WHAT, WHEN AND WHO TO REPORT ABUSE/ NEGLECT TO

EMPLOYEES ATTENDING INSERVICE

SECTION 2

- EMPLOYEE IDENTIFICATION
- USE OF PERSONAL CELL PHONE AND DEVICES
- DRESS CODE
- TRAFFIC VIOLATIONS

Policy type	Subject of Policy	Policy No.
Administrative	Employee Identification	AP 222

1. PURPOSE: The purpose of this policy is to provide a system for internal identification of Arkansas Health Center staff and employees and certain other persons.

2. SCOPE: All Arkansas Health Center Employees.

3. POLICY: Each employee and other persons specified below will be issued an Identification Badge. The I.D. badge will be used for internal identification purposes only, and must be properly displayed at all times while on duty. In addition, employees are required to have the I.D. badge in their possession ready to present the I.D. badge upon request, whether on duty or off duty as follows:

A. When requesting information about their pay or other employee information.
B. When in the employee dining room.
C. When entering the facility property.
D. At all times while on facility property.

4. PROCEDURE:

A. Issuing I.D. Badges – may be issued by the Public Safety Office only after the first 30 days of employment, or if the badge is defective, lost or stolen. The I.D. Badge will be reissued every 5 years at the time of the employee's criminal background check.

B. Persons Who May Be Issued I.D. Badges:

1. Employees who receive payroll checks issued by the AHC/DHS Payroll Department.

2. Volunteers who are certified through Staff Development by the Special Services Department.

3. Other persons as authorized by the Facility Director (e.g. Contract Workers working in resident buildings/areas).

C. Ownership, Return and Recall of I.D. Badges – All badges remain the property of AHC. AHC may require the return of any I.D. Badge at any time. I.D. badges are required to be returned as follows:

1. Upon termination of employment and prior to release of the final pay check, the badge must be turned in to the Human Resource Department. This requirement may be waived by the Facility Director, Nursing Home Administrator, Assistant Nursing Home Administrator or Clinical Director only.

2. Volunteers who become inactive must return their I.D. Badges to the Special Services Department.

D. Replacement of Employee I.D. Cards:

1. Employee I.D. badges will be replaced at no cost to the employee under the following conditions:

a. The I.D. badge is defective in materials or workmanship.

b. The I.D. badge becomes worn through normal use over a reasonable period of time as determined by the Public Safety Office.

c. The I.D. badge is accidently damaged, changed or altered by job related duties.

d. Every 4 years on the anniversary of the employee's hire date.

2. Employee I.D. Badges will be replaced for a $5.00 fee to be paid in advance by the employee under the following conditions:

a. The I.D. Badge is lost, misplaced or stolen.

b. The I.D. Badge is deemed to have not been cared for reasonably well.

The Facility Director or Designee is sole authority to determine whether or not a replacement fee will be waived.

E. Use of Facility I.D. Badges – the badges are intended to be used for purposes of internal facility identification of employees, volunteers and other certain persons. Any falsification, forgery, counterfeiting, alteration, or use of any I.D. badge by any person other than for purposes for which the badge is intended may subject the employee to disciplinary action, up to and including termination.

F. Wearing I.D. Badges:

1. The I.D. Badge is to be worn with the picture and other identifying information turned to the outside. The I.D. badge is to be worn on the top half of the body on the outer most garment where it is clearly visible. Preferably, the badge will be clipped to the shirt, blouse, coat or jacket pocket.

2. Employee are to wear the I.D. badge in the manner and location stated above at all times while on duty and as otherwise required.

_____ _____

AHC, Facility Director Date

ARKANSAS HEALTH CENTER

Policy Type	Subject of Policy	Policy No.
Administrative	Use of Personal Cell Phone and Devices	AP 231

1. PURPOSE. The purpose of this policy is to establish guidelines regarding the use of personal cell phones and devices during working hours.

2. SCOPE. Arkansas Health Center Employees and/or Volunteers.

3. POLICY. The use of personal cell phones while at work may present hazards or distractions to the user, coworkers and residents, decreases productivity during working hours; decreases the residents and coworkers right to privacy and increases the risk for accidents caused by employees using cell phones.

4. PROCEDURE:
   1. Unless authorized by the Facility Director/Designee, the use of personal cell phones including taking pictures, texting or making phone calls is strictly prohibited during working hours except during approved breaks, lunch and documented emergencies.

   2. Personal cell phones must be turned off or silenced during working hours.

   3. Personal cell phone use while at work is prohibited. Staff is prohibited from using their cell phones and devices on the units, in the halls, in resident rooms, while taking out the trash or when staff is assigned to take residents out for leisure time or their smoke breaks.

   4. Using a cell phone will driving a state issued vehicle is prohibited unless the phone is configured and used in a hands-free mode. If the cell phone can not be used in a hands-free mode while driving, then the vehicle operator must bring the vehicle to a complete stop and use the cell phone only while the vehicle remains at a complete stop for the duration of the use of the cell phone.

   5. Employees who violate this policy may be subject to removal of the cell phone until the end of their scheduled shift as well as disciplinary action, up to and including termination of employment.

_____ _____

AHC Director Date

Policy Type	Subject of Policy	Policy No.
Administrative	Dress Code	AP 203

1. PURPOSE. The purpose of this policy is to establish personal appearance guidelines for all staff not currently covered by specific departmental codes (i.e., Nursing, Dietary, and Public Safety).

2. SCOPE. Arkansas Health Center Employees and/or Volunteers.

3. POLICY. Staff and/or volunteers will not wear attire that would prove to be distracting or offensive to other staff, residents, families, or the general public. Staff/volunteers should wear clothing appropriate to the specific environment and the tasks being performed. Arkansas Health Center staff should dress and groom in a manner that will set a good example for our residents and project a business and professional image.

4. PROCEDURE:

A. Facility Guidelines

(1) All facility staff clothing should be neat and professional in appearance. Revealing tops and skirts should not be worn.

(2) T-shirts must have sleeves and any designs must be appropriate. Denim colored jeans and skirts may be worn on designated casual days only. Clothing worn must fit properly and be neat and clean.

The exception to this policy regarding wearing denim colored jeans is the maintenance department, stock clerks, and couriers. Public Safety Officers shall wear uniforms.

(3) The wearing of casual shorts and exercise clothes should be limited to activities or tasks for which they are appropriate and advance permission from the employee's supervisor is required.

(4) When appropriate to the job area/assignment, scrubs may be worn, but they must be neat and clean.

(5) Capris may be worn if the length falls below the knees. Denim colored jean capris may be worn on casual days only.

(6) Closed toe shoes and sneakers are considered as appropriate footware for safety purposes when providing care for residents.

(7) Identification badges must be worn at all times during work with residents.

(8) In the event of inclement weather (i.e. ice/snow) appropriate casual dress may be worn.

(9) Large hair decorations hats, bandanas, dew rags and large jewelry that interfere with patient care or present safety hazards are not permitted while on duty.

B. Departmental Guidelines

Nursing Services, Dietary, and Public Safety Departments maintain a dress policy specific to the services they provide. Employees within these departments must comply with those policies in addition to the ones identified above. Attached as appendices is NS 118, Dress Code for Nursing Personnel, DT 500 Dietary and PS 101 for the Public Safety Department.

_____ _____

AHC Director Date

ARKANSAS HEALTH CENTER

Policy Type	Subject of Policy	Policy No.
Public Safety	Traffic Violations	PS-103

1. PURPOSE. It is the purpose of this policy to provide a clear source of reference for all members of the Public Safety Department at the Arkansas Health Center (AHC) involving traffic regulations and summons.

2. SCOPE. All personnel in the Arkansas Health Center Department of Public Safety, employees, and visitors to AHC.

3. POLICY. To ensure that a safe environment is provided for residents through the monitoring of traffic activity within the AHC campus.

4. PROCEDURE.

A. TRAFFIC SUMMONS/CITATIONS.

1. All violations of published parking and traffic regulations by AHC employees that are observed by Public Safety Officers shall result in a warning ticket for a first time violation. Any future violations will result in a citation being issued. However, should the employee be observed to be under the influence of drugs or alcohol or his/her behavior is considered rude or discourteous then a citation may, at the discretion of the Officer, be issued for a first time offence. Should a ticket be issued for a first time offence, the Officer shall also complete an Incident report.

2. A Uniform Traffic Citation may be issued to individuals and visitors for a moving violation while driving vehicles that are not registered at AHC.

3. All AHC warning tickets shall be logged in the Uniform Traffic Tickets Log. All citations issued will be logged in the Traffic Citations Log.

4. Sections of this policy are subject to change at the discretion of the Director of Public Safety Administration.

5. TRAFFIC SUMMONS ADJUDICATION PROCESS

A. All AHC traffic citations will have a fine of $5.00. The fine(s) will be payable to the Business Office within 10 working days. Failure to pay within the required time frame will be cause to refer the case to the employee's immediate supervisor.

B. An AHC traffic citation for improper parking or for parking in a Handicapped Parking Space is a violation of the DHHS Employee Conduct Standards and will be referred to the appropriate Department Head to review for corrective action. The employee will also be issued a $5.00 fine.

C. AHC warning tickets shall be retained by the Public Safety Office.

D. Uniform Traffic Citations issued by Public Safety will be forwarded to the Court with appropriate jurisdiction. (Haskell City Court)

_____ _____

Department Head Date

SECTION 3

- ACQUIRING AND CHECKING OUT GAIT BELTS

- GAIT BELT SIGN/IN OUT LOG

Policy Type	Subject of Policy	Policy No.
Administration	Acquiring and Checking Out Gait Belts	AP 220

1. PURPOSE. It is the purpose of this policy to ensure the safety of the residents and staff of Arkansas Health Center (AHC) by obtaining and utilizing/wearing gait belts.

2. SCOPE. All nursing assistants and direct care staff providing services related to lifting, transfers and gait training, etc. to the residents of AHC.

3. POLICY. It is the policy of AHC to ensure that all required direct care staff has possession of and uses a gait belt when working with residents.

4. PROCEDURE.

   A. Each employee will be issued a gait belt. Employees are to report to Staff Development acquire the gait belt from the Nurse Educator.

   B. All new employees providing direct care will be issued a gait belt by the nurse trainer prior to their first day on the floor. The nurse trainer is responsible for communicating with Staff Development to ensure she has a list of new employees requiring a gait belt as well their anticipated date to start working on the units. Gait belts will be utilized in accordance with Nursing Policy – NS 905.

   C. All DIRECT CARE staff are to have a gait belt on their person at all times during working hours to be able to assist residents when needed with ambulation/positioning.

   D. Any nursing assistant not in possession of a gait belt will be allowed to borrow a belt from Nursing Education (Monday – Friday) and Nursing Service's Office on nights, weekends and holidays. A log of the employee and the number of the gait belt will be kept in the nursing education office. Each employee borrowing a gait belt will sign out the belt with time they checked it out and then sign in the time they returned their belt.

   E. The employee will be responsible for paying a $1.00 charge for each time they check out the belt. The payment must be made prior to receiving the gait belt.

   F. Failure to return the belt at the end of the shift will result in a replacement fee of $5.00.

   G. If a belt is lost or destroyed, then the employee will be charged $5.00 for a replacement belt. The $5.00 will be received prior to receiving the belt. Replacement fees exclude manufacturer's defects.

   H. All monies collected from the rental or replacement of gait belts is collected by Nursing Services Staff and stored in a lock box. The Nurse Educator picks up the monies from Nursing Services every other Friday at which time, the monies are turned into the Business Office and deposited into the General Funds account.

_____ _____

AHC Director Date

GAIT BELT SIGN IN/OUT

Date	Belt #	Time Out	Time In
7a-7p Signatures			

Date	Belt #	Time Out	Time In
7p-7a Signatures			

SECTION 4

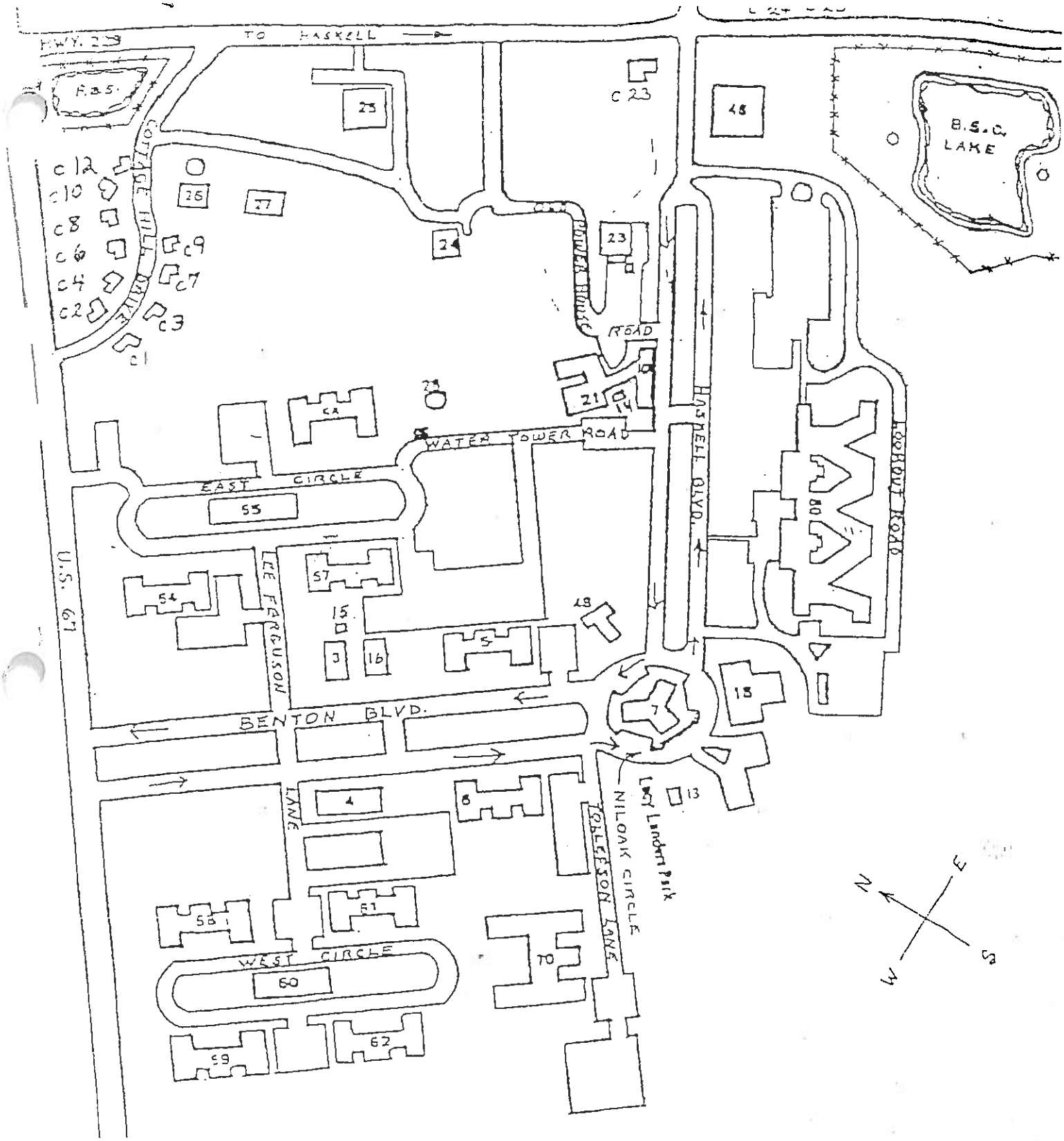
EMERGENCY PREPAREDNESS

&

FIRE SAFETY PLAN

ARKANSAS HEALTH CENTER
EMERGENCY PREPAREDNESS PLAN

TABLE OF CONTENTS



COTTAGES: 1-4, 6, 12, Birch Residential Program
[illegible]
[illegible] Community Re-Entry (CRE)
[illegible] Residence
[illegible]orium
[illegible] Day Treatment
[illegible]am
[illegible] Vacant
[illegible] State Police Training Center
[illegible] Administration, Medical Records, Personnel, Purchasing, Patient Funds, Patient

10. Staff Dining, Bakery, Blue Room, Employee Gym
13. Storage & Restrooms
14. Tele.Comm. Bldg.
15. Auditorium Storage
16. PBX (Switchboard), Post Office, Food Service Office, Dental Office
18. Maintenance, Credit Union, Fire Chief
21. Supply, Central Kitchen, Cold Storage

23. Medical Supply & Pathfinder, Inc.
24. Power Plant
25. Old Laundry (Vacant)
26. Water Plant
27. Water Storage
28. Water Tower
46. Public Safety, Fire Department
48. Chapel
54. Vacant
55. Birch Program-Maintenance
56. Inventory Control

57. Storage
58. Dept. of Corrections
59. Dept. of Corrections
60. Dept. of Corrections
61. Dept. of Corrections
62. Dept. of Corrections
70. Aspen, Pharmacy, Psychology, Hickory, Redbud, Redbud-OT, Hope House(Birch Program)
80. Lakeview - Cedar, Oak, Elm, Pine, Maple, Willow, Infection Control, Lab, X-Ray, Social Services, OT, PT, ST

Fire and Disaster Plan
Arkansas Health Center
6701 Hwy 67
Benton, Arkansas 72015-8489

Reporting a Fire Emergency:

If lives are in danger, remove those endangered to a place of safety first, THEN REPORT THE FIRE.

Any person discovering or suspecting a fire shall immediately transmit an alarm by tripping the nearest Fire Alarm Box on the interior Fire Alarm System.

All Fire Alarm Stations are key-operated via the Keyway on the front of the station and all personnel must have a Fire Alarm Key in order to activate the system. All personnel will be issued a fire key during New Employee Orientation.

To activate the Fire Alarm System on building #80 (Lakeview) and Building #70 (Gipson):

Place the key in the keyway and turn the key ½ turn, open door. The alarm has then been activated and will continue to sound until the system is reset at the control panel.

All personnel upon hearing the alarm signal shall precede according to the evacuation plan for the specific unit named, removing the residents and securing the area by closing all doors and windows, if open, as each area or room is evacuated.

Staff shall notify the Switchboard Operator as soon as possible and give the pertinent information concerning the fire or emergency. Details should include the fire area, extent and type of fire, the need for assistance with evacuation, the need for ambulances, etc.

When the Fire Alarm System activates, immediately DIAL 860-0503, if after 11 PM DIAL 860-2335.

The fire reporter should identify himself or herself by giving their name, the unit on which the fire is located the nature of the fire (waste basket, mattress, electric motor, A/C, etc.) and tell if you are going to evacuate the unit, building, etc.

If you are unable to notify the operator by phone you must send someone to the switchboard, as the fire must be reported in all cases.

Fire Evacuation

When an alarm is sounded, the unit or area in which the fire is located shall be partially or totally evacuated immediately as conditions warrant. The decision to evacuate will be the responsibility of the nurse in charge. All other units will be in an alert status, and prepared to evacuate if the need arises.

All Clinical staff not assigned to a unit will report to the fire scene.

Nursing personnel assigned to units will be informed by the operator of the need for assistance at the fire scene.

In the event of an alarm at night or during inclement weather, the residents will be covered with sheets and/or blankets to prevent exposure. DO NOT WASTE TIME DRESSING THE RESIDENTS.

Disposition of Evacuated Residents:

If the area is unsafe for the return of the resident, beds will be set up by maintenance and non-nursing personnel in the Hickory Activity Areas.

Nursing staff will obtain any needed bed linens and clothing from other units.

Ventilator, Trach, and other sick residents will be transferred to local hospitals for appropriate care.

Central Supply personnel will be responsible for obtaining needed supplies for the evacuated residents.

Dietary will be responsible for preparing appropriate meals for resident.

Social Workers will be responsible for notifying family members of the evacuation.

Specific Fire Evacuation Plans (by Court)

Fire Evacuation Plan for Willow Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN THE IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

If a fire or emergency occurs in the ventilator area and the residents are in immediate danger, place the ventilators on the resident's bed and evacuate out the rear exit or through the fire doors and down the front hall, depending on where the fire is located.

The Tracheotomy residents who are in immediate danger will be disconnected from the humidifier and moved to safety immediately.

Residents with tube feedings will be disconnected from the feeding pump and the tube plugged.

As a general rule and depending on where the fire is located, residents behind the fire doors on West Hall will be evacuated out the rear exit to the outside. Residents on East Hall behind the fire doors will be evacuated out the rear exit to the outside to the parking lot.

If the fire occurs in the front of the unit and prevents evacuation of residents to the corridor, all residents will be evacuated out the rear exits, then to Building #80 West parking lot.

Close all doors when leaving a room or area. Place a pillow outside the closed door so another person will not waste time going back in that room or area to check for resident evacuation needs. If a pillow is out of place, the room will have to be checked again.

The restrooms will be the last rooms to be checked by the supervisor on duty or designee.

One employee will be responsible for getting the emergency vent and trach kit (sterile saline, ambu bag, and suction catheters).

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire-book before leaving the unit. All residents, visitors, and employees must be accounted for.

All areas of the unit will be searched during evacuations (restrooms, closets, resident rooms, activity rooms, etc.) to ensure that no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

During inclement weather take residents into the main hall down to East Entrance door at Pine Court, or use dock at West Entrance and transport residents to the Maintenance Building temporarily until transportation arrives to move them to another location.

Location of Fire Extinguisher on Willow Court

East hall at drinking fountain near activity room
West hall at drinking fountain near activity room
In Nurses station, East Side
In Nurses station, West Side

Fire Evacuation Plan for Elm Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN THE IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

Residents with tube feedings will be disconnected from the pump and the tubes plugged.

In the event of a fire behind the fire doors on West Hall, the residents will be transported down the stairs at the rear exit. Sheets, mattresses, air mattresses, blankets, bedspreads (or other items needed) will be used to transport these residents down the stairs.

If the fire occurs at the rear of West Hall, the residents will be moved past the fire doors to outside of building. Residents should be taken to Building #80 West Parking Lot or use the sidewalk should be used to take them to Haskell Blvd to wait for transportation.

If the fire occurs at the rear East Hall, the residents will be moved past the fire doors to safety on outside of building, same as West Hall.

If the fire occurs in the front area of the unit and prevents evacuation to the outside corridor, all residents will be evacuated out the rear exits on both halls (West Wing to parking lot, East Wing to Oak Court then to Haskell Blvd).

Close all doors when leaving a room or area. Place a pillow in front of the closed door so someone else will not waste time searching that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

If time permits, one employee will get a portable suction and take with the residents. In the event of inclement weather, take residents to Main Hall near Oak Court or Cedar Court to wait for transportation.

Location of Fire Extinguisher on Elm Court

East Hall at drinking fountain near Activity room.
West Hall at drinking fountain near Activity room.
In Nurses' station, north wall

Fire Evacuation Plan for Maple Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

Residents with tube feedings will be disconnected from the pump and the tubes will be plugged.

If a fire occurs behind the fire doors on West Hall, residents will be evacuated out the rear exit, cross driveway, to at least 100 feet from driveway or to Building #80 West Parking Lot. DO NOT BLOCK DRIVEWAY. FIRE TRUCKS MUST BE ABLE TO GET THROUGH.

If a fire occurs at the rear of either hall, the residents will be removed through the fire doors to safety on outside of building on Building #80 East Parking Lot.

If the fire occurs in the front area of the unit and prevents evacuation out to the corridor, the rear exits will be used for evacuation. Residents should be taken to at least 100 feet across driveway or, if possible, to Building #80 West Parking Lot. DO NOT BLOCK DRIVEWAY. FIRE TRUCKS MUST BE ABLE TO GET THROUGH.

Close all doors and windows when leaving a room or area. Place a pillow outside the door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

In case of inclement weather, take residents to East End of Main Hall at Pine Court or, if possible, take to Main Hall near Oak Court for transportation.

Location of Fire Extinguisher on Maple Court

East Hall at drinking fountain near Activity room.

West Hall at drinking fountain near Activity room

In Nurses' station, West Side

In Nurses' station, East Side

Fire Evacuation for Cedar Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

Residents with tube feedings will be disconnected from the pump and the tubes will be plugged.

If a fire occurs behind the fire doors on the East Hall, residents will be evacuated down the stairs at the rear exit. Sheets, mattresses, air mattresses, blankets, bedspreads, etc., will be used to transport the residents. Take to at least 100 feet across driveway or, if possible, take to East Parking Lot.

If the fire occurs behind the fire doors on West Hall, the residents can be evacuated out the rear exit and taken to Oak Court. Then evacuate to the outside of building or to the rear of building across driveway. Take residents to at least 100 feet from driveway.

If the fire occurs at the front of the unit and prevents the evacuation of residents to the outside corridor, all residents will be evacuated out the rear exits across the driveway to at least 100 feet or to East Parking Lot if possible.

Close all doors and windows when leaving a room or area. Place a pillow outside the door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

If inclement weather, take residents to Main Hall at Elm Court to wait for transportation. If residents must be moved before transportation arrives, take residents to hallways in Building #18 (Maintenance Building).

Location of Fire Extinguisher on Cedar Court

East Hall at drinking fountain near Activity room.

West Hall at drinking fountain near Activity room

In Nurses' station, West wall

In Nurses' station, East wall

Fire Evacuation Plan for Oak Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

Residents with tube feedings will be disconnected from the pump and the tubes will be plugged.

If a fire occurs behind the fire doors on East Hall, residents will be evacuated out the rear exit and taken to Cedar Court or to outside across rear driveway to at least 100 feet.

If a fire occurs behind the fire doors on West Hall, residents will be evacuated out the rear exit and taken to Elm Court or to outside across rear driveway to at least 100 feet.

If a fire occurs in front area of the unit and prevents evacuation to the corridor, the rear exits will be used for all residents. Residents should be evacuated to outside of building across rear driveway to at least 100 feet or to East Parking Lot.

Close all doors and windows when leaving a room or area. Place a pillow outside the door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

If inclement weather, take residents to Main Hall at Elm Court to wait for transportation. If residents must be moved before transportation arrives, take residents to hallways in Building #18 (Maintenance Building).

Location of Fire Extinguisher on Oak Court

East Hall at drinking fountain near Activity room.

West Hall at drinking fountain near Activity room

In Nurses' station, West wall

In Nurses' station, East wall

Fire Evacuation Plan for Pine Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

Residents with tube feedings will be disconnected from the pump and the tubes will be plugged.

If a fire occurs behind the fire doors on either hall, the residents will be evacuated out the rear exits to the outside. Residents should be taken to Building #80 East Parking Lot or to Main Hall to near Willow Court, then to West Parking Lot.

If the fire occurs in the front area of the unit and prevents evacuation to the corridor, the rear exits will be used for all residents. Residents should be taken to the East End Parking Lot or across driveway at rear of building to at least 100 feet.

Close all doors and windows when leaving a room or area. Place a pillow outside the door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

In case of inclement weather, take residents to Main Hall to West End at Dock area to wait for transportation. If it is necessary to move residents from this area before transportation arrives, take residents to the hallways of Building #18 (Maintenance Building).

Location of Fire Extinguisher on Pine Court

East Hall at drinking fountain near Activity room.

West Hall at drinking fountain near Activity room

In Nurses' station, West station

In Nurses' station, East station

Building #80 Main Halls

Locations of Fire Extinguishers

Bottom Floor Building #80

1. Near East main entrance
2. At double fire doors, outside of Pine court
3. Near Maple Court visiting room
4. ADL Kitchen
5. Across hall from main electrical room
6. At Director or Nursing Office
7. At West Entrance to Main Hall at dock door
8. Telephone switching room/ac shop

Top Floor Main Hall Building #80

1. Near East exit door
2. Across from X ray at double fire doors
3. X-Ray Lobby
4. East of Oak Court at fire doors
5. At fire doors across hall from boiler room near kitchen
6. Inside boiler room at hall door near kitchen
7. At double fire doors east of Elm Court.
8. West of Elm near Exit door
9. Mezzanine – Oak Court
10. Mezzanine—Elm Court

Fire Evacuation Plan For Aspen Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

If fire occurs in activity room or in the bedroom area, the residents will be evacuated out the front door of the building or to the West side, to West Parking Lot. If front is used, residents will be taken into the median.

If the fire occurs in the corridor in front, residents will be evacuated out the back entrance, to either #70 Parking Lot or Building #6 Parking Lot. The nearest exist should always be used.

Close all doors and windows when leaving a room or area. Place a pillow in front of the closed door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

If inclement weather, take residents to far side of building on bottom floor to wait for transportation, if possible. If the residents must be moved from the building before transportation arrives, take residents inside Building #6 to wait for transportation.

Fire Evacuation Plan for Redwood Court

The proper procedure for resident removal in the event of evacuation is as follows:

First: THE RESIDENTS IN IMMEDIATE DANGER AREA

Second: AMBULATORY RESIDENTS

Third: RESIDENTS IN WHEELCHAIRS

Fourth: RESIDENTS WHO ARE BEDFAST

In the event of a fire or emergency, residents will be brought down the stairs into the front lobby or to Building #70 Parking Lot.

Residents who use wheelchair will have to be placed on mattresses, blankets, sheets, etc., and carried down the stairs to safety.

Do not use elevators.

Close all doors and windows when leaving a room or area. Place a pillow in front of the closed door so another person will not waste time going back in that room or area.

RN Supervisor or Unit Supervisor on duty will be responsible for getting the Fire book and for accounting for all residents, visitors, and employees.

All areas of the unit will be searched (restrooms, closets, resident's rooms, activity, etc.) to make certain no one is left inside.

If the unit is evacuated, no one is to re-enter the area until the fire officer, or public safety officer in charge has given the "all clear". [Note: If Fire Department is called out, then the Fire Chief or Senior Fire Officer will give the "all clear".]

Location of Fire Extinguishers for Building #70

1. Boiler room at entrance door
2. Washer dryer room- basement
3. Hallway at housekeeping
4. Hallway at Pharmacy
5. 1st floor, kitchen at serving counter
6. Hickory South end at stairway door
7. Hickory North end at fire doors
8. Hickory North end at wood shop door
9. Main hall near Aspen entrance door
10. Aspen near center stairway door
11. In South end office
12. In North end office
13. In South end office of Birch Court
14. In Center day room
15. Main hall near Aspen entrance door
16. Center hall near center stairway
17. Top floor, main hall near center stairway
18. In Penthouse at the top of stairs

Dietary Service Disaster Plan

Purpose:

1. To provide adequate meals to in-house patients according to individual needs as near as possible, and to those emergency victims housed at this facility.
2. To provide beverages to the personnel, volunteers, patients.

Personnel:

1. Director of Dietary Department
2. Assistant Director
3. Food Production manager
4. Regularly assigned employees
5. Personnel from labor pool (agency)
6. Volunteers

Functions:

1. When the Director of Dietary Services is unavailable, her replacement will be her assistant and then the food production manager, in that order. They will assume the responsibility of the position.

2. The person directing the operation of Dietary Services during a disaster will be notified by Director/ Administrator of any additional dietary needs.

3. If increased staff is needed, off duty employees will be contacted.

4. Beverages will be served in the dining room at Central Kitchen.

5. Patient's meals will be available in those serving areas that are available.

6. If the emergency effects the electrical power, covered disposal containers and flatware will be used. Convenience food items will be utilized to meet the needs of nutritionally balanced meals, as much as possible. Modified diets will also use regular and/or dietetic convenience foods to meet the special nutritional needs of each diet. The variety will be determined by the person directing the operation and by the availability of food items. These items will be transported unopened to the serving areas for distribution.

7. In the event the Central Kitchen and storeroom are effected, those items that be salvaged with (within Heath Department criterion) will be transported to the Auditorium for distribution as necessary.

8. In the event the entire preparation area and storeroom are affected the National Guard will be contacted for portable facilities.

Bomb Threat Plan

Purpose:

To establish an effective procedure to be followed in critical situations involving bomb threats or bomb discoveries.

Authority:

The Director of the Arkansas Health Center, Administrator, or designee, and their assistants will retain complete division authority over actions to be taken in response to bomb threats or discoveries, until the arrival of the Bomb Disposal Team.

The **Director's Control Group** will assemble as soon as possible for the purpose of evaluation and to initiate any action dictated by the Director or Designee.

Control Group

1. AHC Director
2. Administrator
3. Medical Director
4. Fire Safety Coordinator
5. Director of Maintenance
6. Director of Public Safety,
7. Supervisor of the affected area
8. Person receiving the bomb threat

Receiving the bomb threat:

1. The employee receiving the threat call should attempt to obtain information asked for on the "bomb threat call checklist" by keeping the caller on the line as long as possible and noting any other information obtainable.

2. The employee shall immediately notify the Public Safety officer supervisor on duty at the time of the call.

3. Public Safety will conduct an interview with the receiver of the call and immediate safety precautions practicable at the time will be taken. All information obtained will be called in to the Director or Designee.

Responses:

1. After a call is made to the Office of Emergency Services or Saline County Sheriff's Department, pre-designated search teams will be established and respond when the decision to search is made by the Director or Designee,

2. Supervisors will be expected to anticipate and plan for actions to be taken in the event of a bomb threat:

    a. Designate specific personnel for specific tasks to be accomplished
    b. Determine duties and responsibilities of individuals assigned
    c. Determine procedures for evacuation, if necessary
    d. Terminate use of all cell operated phones and radios

Bomb Discovery:

Upon the discovery of any suspect device, package, or parcel in a room or area, the following action will be taken:

1. Assign an employee to prevent anyone from moving, touching or going near the suspected object.
2. Notify the Director or Designee and give a brief description of the discovered item, along with any circumstances known concerning the item.
3. When all the facts available are assembled, the Director's control group will evaluate the situation and issue directions concerning what action will be taken.

Employees will not handle any suspected item or object. The object or item will be isolated where it is until the Saline County Sheriff's office or bomb disposal team appraises the situation.

Notify the following---immediately after the caller hangs up:

Public Safety Officer---860-0500 (Switchboard Operator will locate)

Your (person taking the call) Immediate Supervisor

Supervisor over area threatened.

The Public Safety Office will immediately notify the Saline County Sheriff's Office, Office of Emergency Services, and the Director, Administrator, or Designee, and the Switchboard Operators to alert specified personnel.

Bomb Threat Checklist

I. Checklist for person receiving a Bomb Threat Call:

1. Date and Time Call received:_____

2. Exact Wording of Threat:

_____

_____

_____

II. If Caller is on the line for any length of time, please note the following:

3. Questions to ask:

   a. When will the bomb explode? _____

   b. Where is the bomb? _____

   c. What Kind of bomb is it? _____

   d. What building is it in? _____

   e. What floor is it on? _____

   f. Who are you? _____

   g. Can we help you? _____

4. Describe Caller's voice and manner description:

____ Calm	____ Laughing	____ Raspy	Other _____
____ Angry	____ Sobbing	____ Deep	_____
____ Excited	____ Distinct	____ Cracking	_____
____ Slow	____ Slurred	____ Accent	_____
____ Rapid	____ Nasal	____ Disguised	_____
____ Soft	____ Stutter	____ Male	_____
____ Loud	____ Lisp	____ Female	
____ Profane	____ Incoherent	____ Familiar*	

*If familiar, whom did Caller sound like?_____

5. Name of Person receiving the bomb threat call:

_____

Bomb Threat Evacuation

If Arkansas Health Center receives a bomb threat, the Administrator or Facility Director will have the responsibility to order an evacuation of any building.

The information known at the time will determine if an evacuation is needed.

Residents of Building #80 will be taken to Haskell Blvd. to wait for transportation or the "all clear".

All storm drains, automobiles, freshly dug soil and dumpsters should be avoided. Parking lots should be avoided. Check under all benches.

The residents of Building #70 will be taken to the field west of Building #70. Do not go to the parking lots, stay away from storm drains, etc.

Occupants of any building evacuated must go at least 400- 500 feet from the building until transportation arrives or the "all clear" is given.

If necessary the gymnasiums of area schools (Harmony Grove) may be utilized to house residents for a short period of time.

AHC will be dependent on the Office of Emergency Services for assistance.

The Arkansas Health Center Emergency Procedures will be demonstrated on a yearly basis. The procedures contained in this manual shall be reviewed every 12 months and revised to address any necessary changes. The Facility Director/ Administrator must approve all changes.

Chemical Emergency

The Arkansas Health Center is almost totally dependent on the Saline County Office of Emergency Services (OES). We must depend on OES to alert us of any hazard that would affect Arkansas Health Center property, residents and employees. We will move the residents away from the danger as warranted. Employee's transporting residents will follow evacuation routes that have been designated. As many vehicles as possible should travel together if they are transporting residents.

Evacuation routes to follow will be determined by where the accident occurs, what types of chemicals are involved, wind direction, etc.

Buses shall observe all weight limits on bridges.

Maps of all evacuation routes will be issued to drivers, color-coded to the best route to their destination. The first and last vehicles to leave Arkansas Health Center should have a cell phone to report any construction or other obstacle on evacuation route. The Facility Administrator will order the destination. Arkansas Health Center switchboard will be responsible for keeping up with who has particular cell phones. In all emergencies (when notified occurs) all cell phones will immediately be taken to Command Post.

If a total evacuation of Arkansas Health Center is ordered, the Public Safety Department will check and lock all exterior doors to Buildings #80 and #70. The medication nurse on each unit shall lock the medicine room door before he/she leaves the unit. Supervisors/department heads on other buildings shall see that all exterior doors on their building is locked when they leave.

All air packs with spare tanks, not being used by Public Safety, will be taken to the Command Post

If a serious chlorine leak occurs at the water plant, all occupants of the houses on Cottage Hill Drive will be notified to evacuate by water plant employees or by the Public Safety Department. Water Plant employees will report the leak to the Arkansas Health Center switchboard, which will call Public Safety and the Maintenance Director. In this way, only one call will have to be made by the Water Plant employee.

Private homes near the Water Plant on Highway 229 and Highway 67 may also have to be evacuated. Public Safety Officers will notify these homes.

Public Safety Officers shall block Cottage Hill Drive, depending on wind direction, where Public safety Vehicle will be parked. Air packs should be out and ready for instant use. If a strong odor of chlorine is detected at the intersection of Cottage Hill Drive and Highway 229, the homes east of Highway 229 will be evacuated by Public Safety or Haskell Police Department. If a strong chlorine

odor is detected at Highway 67 and Cottage Hill Drive, nearby houses will be evacuated. In order to be safe, if a strong odor of chlorine is detected 500 feet from water plant, evacuation should be made down wind from water plant homes 1000- 1500 feet from water plant.

Thunder Storm Warnings

Thunderstorms can produce straight-line winds that can exceed 100 MPH, large hail, deadly lightning and flooding.

Ten percent of all thunderstorms become severe. Lighting averages 93 deaths and 300 injuries each year. In recent years lightning has killed people while standing under trees, mowing grass, playing golf, talking on the telephone, loading trucks, hiking, etc.

When Arkansas Heath Center switchboard is notified of a thunderstorm warning, switchboard staff will notify all nursing units, maintenance, security, administration and recreation departments.

Nursing will keep all residents inside the building. Move residents into hall on their unit, cover with blankets, close all doors, and take any safety precautions deemed necessary to protect residents. Window areas should be avoided. Public Safety shall patrol the Arkansas Health Center grounds and transport or see to it that all residents are transported to safety.

Bus tours shall be cancelled if a warning has been issued before the bus leaves Arkansas Heath Center grounds. If the bus runs into stormy weather while on tour, it shall return to Arkansas Health Center immediately.

1. Arkansas Health Center switchboard shall monitor television/radio for weather bulletins.
2. When a storm warning has been issued for this immediate area, AHC switchboard operator shall notify all units and Public Safety.
3. Units shall keep their residents and any visiting residents inside. The visiting resident's home unit shall be notified of his/her whereabouts.
4. Units shall move residents to the hall with blankets to cover residents for protection from glass, etc.
    a. Windows and other glass areas should be avoided.
    b. All doors should be closed and exterior walls avoided.
    c. Nursing staff shall take any safety precautions deemed necessary to protect residents.

Tornado Warnings

Tornado/Windstorm Policy

The facility will receive notification of impending severe weather through the various public channels by television, weather radio, scanner, and telephone. The Switchboard Operator will monitor weather broadcasts and in the event severe weather is imminent, proper notification will be made in accordance with the following:

When an official "warning" is issued, the Switchboard Operator will immediately notify Public Safety, Nursing Services, Administration, all nursing units, cottages, the Birch Program, and the Department of Corrections.

Building 16 will vacate to the inner hall toward the rear of the building (excluding the Switchboard Operators). It is imperative that the operators man the telephones during a crisis.

In the event Building 16 is affected, the operators will immediately notify Public Safety by walkie-talkie of any unusual activity.

In case of a direct hit, the operators will notify 911, all Administration, and if necessary, hospitals, nursing homes, personnel, and any other vital person the operators are instructed to notify.

In case of power outage, no telephone service, the operator will use walkie-talkies for on-grounds communication and a cellular telephone at switchboard for emergency services.

Building 16 Information Center is used for Command Post for emergencies.

Upon notification by competent authority (Department of Public Safety or AHC Administration), the switchboard operator will immediately notify staff by phone that a tornado warning has been issued and they are to activate their shelter plan. The switchboard operator will make notification using the following order of priority:

1. Resident care units on building #80 (Lakeview)
2. Resident care units on building #70 (Gipson)
3. Birch Program
4. Administration building
5. Recreation building (including housekeeping and sewing room)
6. Maintenance building
7. Central kitchen, supply, employees' dining room, blue room, and cold storage
8. Corrections Department
9. Cottages

If the switchboard operator receives a notification from a source other than Public Safety, the switchboard operator will immediately notify Public Safety of the situation by radio.

Between the hours of 11:00 PM and 7:00 AM a switchboard operator is not available, Public Safety or/and RN supervisor will be the source of notification. Once Public Safety Officers become aware that a tornado may be imminent and have assured that Switchboard Operator has begun notification, officers will cruise the AHC campus and use the PA system on patrol car and/or Fire Department van to instruct personnel/residents outside of buildings to take cover.

After notification of a tornado warning/tornado, each unit charge nurse and staff should remove all residents from resident rooms, dining rooms, etc., away from windows and out into the hallway with the resident room door closed. Each resident should be provided with a blanket.

Evacuation After Tornado

In the case that AHC buildings and grounds have major damage the AHC Director/Administrator will contact the Department of Corrections for inmate help to clear debris for evacuation purposes.

Immediately after a tornado AHC will need to transport the injured to an area hospital. Ambulances or other rescue vehicles may be unable to get here for some time. In that case, those with life threatening injuries will need to be transported immediately via helicopter.

Four areas will be designated for helicopters to land:

1. In field next to Building #70 parking lot.
2. In field in front of Building #80.
3. In field between chapel and central kitchen.
4. In field behind Building #80.

A 250-300 feet area would be needed free of all debris for helicopters to land and take off. An orange "H" or " X" shall mark the landing areas. The "H" or "X" should be at least 4x 8 and the width of the letter marking should be 6" wide. Orange paint or powder should be used for this purpose.

If Building #80 has major damage to interior and/or exterior, employees will move residents to the outside of Building #80.

Oak, Cedar, & Elm Courts will move their residents to Haskell Blvd. to the sidewalk to wait for transportation.

Pine, Maple, Willow Courts will move residents to either Building #80 East or Building #80 West parking lot. If those parking lots have damage, such as overturned vehicles, those lots should be avoided because of the potential for gasoline leaks and explosions. Residents should be taken to Haskell Blvd.

Employees shall not allow anybody to smoke in or around the building or parking lots because of the potential for an explosion from natural gas, gasoline, oxygen, etc.

Wires should be avoided.

Any trees left standing or near any structures should be avoided.

Each supervisor/RN shall account for all residents, visitors & employees assigned to his/her unit.

Hazards to Expect After a Tornado

1. Downed power lines
2. Electrical wire in the debris of damaged or destroyed buildings
3. Gas leaks in and around damaged or destroyed buildings
4. Nails in boards and other building material
5. Damaged trees and or hanging tree limbs falling
6. Broken glass in debris
7. Possible explosion during and after the storm
8. Medical waste contamination in debris
9. The collapse of damaged structures
10. Traffic

* These are only a few of the hazards of a tornado.

Water Treatment Plans for Emergency

1. On receiving notice of the nature and condition of the emergency situation, the supervisor or switchboard operator will immediately notify all department heads and supervisors of existing conditions.

2. The Supervisor or switchboard operator will contact governing departments (Arkansas Department of Health or Office of Emergency Services) and establish operating procedures throughout the emergency.

3. The Supervisor will conduct operations as close to these plans as possible but, in cases that are not covered or foreseen, he/she will make decisions that are in the best interests of the public's safety and the Arkansas Health Center.

4. In the event of contamination of the water supply, the switchboard operator will notify the proper authorities to issue instructions to the public in the contaminated area. Flushing or sterilizing will be implemented at the earliest possible time.

5. If the emergency has in any way damaged part of the distribution system, the Arkansas Health Center plumbing personnel will be contacted immediately.

   Plumbing Department Office 860-0582
   Robert Mc Cool, Supervisor 602-2304
   Lee White, Plumber 778-5067
   Alan Jackson, Plumber

6. On receiving notification of the damage, the plumbing personnel will arrange for equipment, vehicles, compressors, backhoe, lights, valves or any other equipment necessary to make repairs as quickly as possible.

7. If the emergency situation involves any other maintenance personnel, such as electricians, carpenters, laborers, etc., services needs will be coordinated by the Director of Maintenance, Allen Rushing 860-0576.

Contamination of Source

Example: Spill in the Saline River due to accidents on highway or derailment of trains.

1. Normally the Arkansas Department of Health notifies Arkansas Health Center when an accident has occurred. The AHC Water Plant personnel will shut down the pumps at the river pump station and will not reactivate them until cleanup is completed. The AHC water treatment system has an off-stream storage pond which can supply water to the AHC for a period of 14-30 days according to demand without pumping from the Saline River.

2. Storage: If any of the storage facilities at the AHC are damaged by a tornado, earthquake, etc. to the point that they cannot be used, water will be purchased from another public water system. Under authority of the Arkansas Department of Health's rules and regulations pertaining to public water systems, Section VI Part B states that the Arkansas Department of Health may order a public water system to provide other water systems with water for the duration of the emergency, provided that the receiving water system agrees to pay a reasonable rate for water provided.

3. The AHC may purchase water from Southwest Water Association if necessary.

4. In the event that only the high service tank was damaged, the high service pump can still provide water by placing pressure relief valves on the fire hydrants to prevent damage to the water mains.

5. Chlorine: The AHC water plan chlorine room is equipped with a Chlorine Detection Alarm System that has an outside light and alarm along with a light indicator inside the water plant to alert an operator should a chlorine leak occur. The water plant has an air pack on hand for an operator to use. If a chlorine bottle ruptures, the operator will first evacuate the premises and call the Public Safety Office to secure the area until the Office of Emergency Services can be contacted for additional instructions. Additional information about chlorine, it's characteristics hazards, along with all other chemicals used, is posted on the door at the water plant in a book labeled "Material Safety Data Sheets".

Emergency Water Supply

In the event that the water supply is shut down or interrupted at or between the source (Saline River), and the facility water plant is operational, the following procedure will apply:

1. The water department will continue to supply all nursing units and other necessary services with water from the elevated water tank (125,000 gallons) and the clear well water tank (400,000 gallons). Additionally, AHC has a raw water holding pond with an approximate 14 million gallon reserve capacity that could be treated and used if necessary.

2. In the event the water plant's pumps become incapacitated, the following procedure will apply:

    a. The elevated water tank will continue supplying the nursing units and dietary department with 125,000 gallons of potable water through the current water lines.

3. In the event the elevated water tank is damaged and non-operational, the following procedure will apply:

    a. AHC has an agreement to purchase water from the Southwest Water Association (SWA). The facility will connect to their water distribution line and water will continue to the nursing units and the facility, through the normal distribution system.

4. In the event the AHC water distribution lines become incapacitated, the following procedures will apply:

    a. There are forty (40), clean seven (7) gallon containers stored in Building #57.

    b. Maintenance employees will fill these clean containers from: (a) the clear well or (b) the SWA water supply, just off campus.

    c. Three (3) containers of water would be delivered to each nursing unit, the kitchens, and other locations if needed, by maintenance employees and refilled by maintenance employees as needed.

5. Resident water need determination is based on the following:

    a. The primary need on the units will be for drinking water. At the daily-recommended allowance (64 oz.), this facility will need to supply 158 gallons of drinking water for 320 residents each day. The initial delivery of three (3), seven-gallon containers to the units will be 168 gallons of water. The facility would retain 49 gallons in reserve. As containers are emptied they will be replaced.

b. Periwash is used for incontinent care and Willow Court has a supply of bottled, sterile water for tracheotomies. For other hygiene and sanitation needs, the nursing units can be re-supplied six times during a 12-hour day, which will constitute 1008 gallons per day.

* Disaster notification procedures and duties are outlined in the Maintenance Emergency Water Provision Plan.

Emergency Water Provision Plan

A. Notification

When a situation occurs that warrants implementation of the **Emergency Water Provision Plan**, the Switchboard Operator will notify the contact persons in the following order until the contact has been made and notification is given regarding the nature of the problem:

David Burks – Water Plant Supervisor

Charles Boyett – Water Plant Operator

Greg Rollon – Water Plant Operator

Allen Rushing – Director of Maintenance

AHC Director – Ed Hood

AHC Administrator- Gary Gipson

Arkansas Department of Health and Human Services (ADHH), Division of Engineering @ (501) 661-2623

Office OF Emergency Services (OES) @ (501) 371-4540

Office of Long Term Care (OLTC) @ 1-800-582-4887
After Hours Fax Reports to: 682-8551

Upon receiving notice, the person contacted will notify all department heads of this condition. This person will then contact the governing agencies (ADH, OES, & OLTC) and establish operating procedures throughout the emergency. The AHC Switchboard maintains a list of contact numbers for all AHC staff.

The Director of Maintenance, unless unavailable, will be involved and oversee the coordination of the Emergency Water Provision Plan.

The water plant supervisor, higher level supervisors, or contact person if necessary, will conduct operations as close to these plans as possible. In situations that are not covered or foreseen, this person will make decisions that are in the best interest of the public's safety and the welfare of the Arkansas Health Center.

B. Problem Determination & Procedure

1. Distribution System

If the emergency is due to damage of the distribution system, the AHC's Plumbing Department personnel are to be contacted immediately @ 860-0582.

E.R. "Bubba" McCool – Plumbing Supervisor

K. "Lee" White – Plumber

Alan "Bo" Jackson – Plumber

Upon receiving notice, the plumbing personnel will evaluate the damage and coordinate staff, equipment, etc., needed to make the repairs as quickly as possible.

In the event that the high service tank is damaged, the high service tank pumps can still provide water by placing pressure relief valves on the fire hydrants to prevent damage to the water mains.

2. Source Contamination

In the event of source contamination (Saline River), the Arkansas Health Center is normally notified by the ADH that an accident has occurred. The employee notified, or the designated person will go to the River Pump Station to lock and tag the pumps in the "off" position, and "not to be used" until the cleanup is complete.

Meanwhile, water will be available from our elevated storage tank (125,000 gallons), clear well storage (400,000 gallons) and our off-stream raw water storage pond (14 million gallons), for a period of 14 to 30 days, depending on demand, without pumping from the Saline River.

3. Alternative Source – Transmission from a Pubic Water System

In the event that the water storage facilities are damaged by an earthquake, tornado, etc., to the point that it cannot be used, water will be purchased from another public water system. This may be subject to the authority of the ADH's rules pertaining to public water systems, Section VI Part B, which states that the ADH may order a public water system to provide other systems with water for the duration of an emergency, provided that the receiving water system agrees to pay a reasonable rate for water provided.

AHC has a water agreement with the Southwest Water Association

(SWA), a public water system, and is currently in the process of upgrading the agreement. In the event that water is to be transmitted, SWA has a transmission line bordering between the facility property along the east side of Highway 229. A meter and connection will be placed by the SWA at the valve nearest to the water plant. The AHC staff will then transport and connect the water hose, which is stored at Building 46 (Public Safety), and run the hose under the road to the small bridge east of the clear well, and into a storage tank that is still intact, or to the water plant if all tanks are damaged. This will continue until the problem could be corrected.

4. Alternative source – Bottled Water (In-house)

In the event that the facility's distribution systems are damaged, but the storage facilities are intact, then potable water can be obtained from the clear well.

The facility has obtained forty (40) clean seven (7) gallon containers with spigots that are stored, for this purpose, at Building #57 (General Storage). The water containers will be filled from the hydrant located at the high service pump station and transported to locations using pick-up trucks as needed by maintenance staff.

Resident care is priority. Each nursing unit will receive three (3) containers for a total of twenty-one (21) gallons per unit. Refill of containers will be continuous. As the containers are emptied, designated maintenance personnel will refill the containers and ensure that an adequate supply of water is maintained to each unit.

The main kitchen will be provided three (3) containers initially and replacements as needed. Building #70 and #80 kitchens will be provided three (3) containers. These will be refilled as needed by the maintenance or kitchen personnel. There are seven reserve containers.

5. Alternative Source – Bottled Water (Purchased)

If the damage to the storage facilities or distribution system is minor and will be repaired in a short period of time, the supply of bottled water will be purchased, or received from a supplier, such as OES, and distributed as needed.

6. Related Emergency Issues

The AHC water plant uses chlorine in the water treatment process and is houses this in the chlorine room at the lower level. The room is equipped with a chlorine detection system that has a warning light, alarm, and telephone paging system to notify the supervisor or operators if a leak should occur. Additionally, the plant has an air pack, which is stored in the upper level by the control panel. If a chlorine bottle ruptures, the

operator would first evacuate the premises and call the Public Safety Office to secure the area, then will immediately contact the OES for additional instruction.

Information about chlorine, along with all other chemicals used at the water plant, is posted in the water plant office and is labeled "Material Safety Data Sheets." Separate copies are kept on file in the Maintenance Department office.

Loss of Natural Gas Emergency

1. AHC uses natural gas for heating fuel. If this fuel supply is interrupted for a long period of time, AHC must fall back on butane backup for Building #80 for heating purposes.

2. Building #70 has no fuel back up. Also Central Kitchen does not have a back up fuel supply.

3. Residents on Building #70 who can be transferred to Building #80 will be transported as soon as possible. Those remaining will go to another facility.

4. The AHC Dietary Department will begin their emergency procedures to furnish meals for residents.

Electrical Power Loss

1. AHC depends on generators for backup electrical power. If we experience a major ice storm and lose electrical power, the maintenance department will monitor fuel levels of all generators until the emergency is over. The Building #70 generator uses natural gas. The same procedures will be used as for gas loss.

BENTON SERVICES CENTER
EMERGENCY PREPARDNESS, FIRE AND SAFETY PLAN
LETTER OF ADOPTION

On WEDESDAY, the 2ND day of DECEMBER, 1998, the Facility Director and Director of Mental Health Services and the Fire and Safety Coordinator of the Benton Services Center adopted the Fire and Disaster Preparedness Plan for this institution.

It has been reviewed by the above parties and found to be adequate in meeting the needs of the Benton Services Center.

The Facility Director shall have the authority, responsibility, and accountability of assuring that all personnel receive a timely orientation and training program of this material and its implementation.

Dr. David Fray, Facility Director

Phil Daughtery, Nursing Home Administrator

Wendell Rafferty, Fire and Safety Coordinator

ARKANSAS MENTAL HEALTH SERVICES
BENTON SERVICES CENTER
EMERGENCY PREPARDNESS, FIRE AND SAFETY PLAN

DETAILED ORGANIZATION

DIRECTOR OF EPP Director Benton Service Center or designated alternate

NOTIFICATION OF AN EMERGENCY : This may reach the Facility in several ways- telephone, radio, television – or other methods will be used. Any information regarding a disaster SHOULD BE RELAYED IMMEDIATELY to the DIRECTOR OF EPP or, if absent, the ADMINISTRATOR, or to the administrative officer Of-The-Day during weekends or holidays, who will, in turn, verify the extent of the emergency by investigation , to decide which portion of the EPP to place into effect.

In case of an External Disaster, the Director or alternate will call the Saline County Sheriff's Office or State Police and will then decide whether the Facility's External Plan should be instituted and upon the urgency of notifying key member of the Facility Staff. In doing this, every effort will be made to ascertain the approximate number of casualties, if any, that will be referred to our facility. Only ambulatory cases with minor injuries will be referred to the Benton Service Center.

ANNOUNCEMENT OF EMERGENCY: This will be done by the Switchboard Operator when directed by the Director of the EPP or authorized person by calling by telephone all buildings and area supervisors.

PLAN "A" – (1)	Internal Emergency WITHOUT CASUALTIES Small fires with no casualties call Ext. 40503 proceed as directed in the Fire & Safety Plan.
PLAN "A" – (2)	Internal Emergency of Major Portion WITH CASUALTIES Telephone Operator notifies the Fire Department and all buildings and area Supervisors by telephone, that PLAN "A" is in effect and the name of the building involved.
PLAN "B" –	External Emergency Operator will alert the Fire Department and then call all buildings and area supervisors notifying that the external portion of the EPP is in operation and its location.

ALL CLEAR: When the need for an emergency operation has ended, the Director of EPP (Director of Benton Services Center or designee) will instruct the Switchboard Operator to notify all buildings and area supervisors that the External Emergency has ended.

EMPLOYEES: ON-DUTY-ALL employees on duty shall report to their NORMAL WORKING AREA on learning of or when an announcement is heard of Emergency Preparedness Plan being placed into effect, unless specified otherwise in this plan or by immediate supervisor.

OFF-DUTY - PERSONNEL AND VOLUNTEERS answering a call and/or television, etc , will report to the following areas:

Nursing Service Personnel ----Report to the NURSING SERVICE OFFICE

Physicians----------Report to BUILDING #70

All Other Off-Duty Personnel—Report to INFORMATION DESK, #16, where an employees' pool will be formed and assignments given as the need arises.

RESPONSIBLILTY: The Director, Benton Services Center, will be the Director of EPP activities for the Benton Services Center. The Administrator will coordinate the activities of the service departments to meet the emergency conditions

The Director of the EPP or designee, in charge will:

1. A. Implement the proper Emergency Preparedness Plan.

   B. Consult with Director or Medical and Psychiatric Services, and the Director of Nursing to designate area to be prepared to receive casualties.

   C. Make certain all "Key Emergency Team" personnel are alerted and oriented to the scope of the emergency who will, in turn, be responsible for notifying personnel in the respective departments and to activate the necessary emergency measures

   D. Check that each service of the emergency plan has a responsible person to direct its activities.

   E. Have emergency supplies and equipment assembled in proper areas ready to use.

   F. Coordinate release of news to press, radio, and television with Information Officer.

G. In the event of an external emergency, coordinate Behavioral Health Services' efforts with other Community and State Agencies.

2. Should the Director of EPP decide that the emergency is of such proportions that our facilities cannot Handle all the casualties, a call will be made to the Administrator and Saline Memorial Hospital, to mobilize their disaster plan to take care of some of our casualties. All major casualties will be referred to Saline Memorial Hospital Emergency Room or to a hospital of their choice.

It should go without saying that each Associate or Assistant Department Head at Arkansas Health Center will assume the assigned duties of the Department Head in an emergency if the Department Head is not immediately available to direct his/her part of the Emergency Preparedness Plan.

NOTIFICATION OF PERSONNEL: When notified of an emergency by the Director of EPP, the Telephone Operator will notify the Key Disaster Team (listed below) to report immediately to the designated Triage Area, to receive briefing and instructions.

KEY DISASTER TEAM: On notification of the Emergency Preparedness Plan being placed into effect by the Telephone Operator, these personnel will report immediately to the designated Triage Areas:

1. Director, Arkansas Health Center
2. Administrator
3. Director of Nursing
4. Chief Laboratory Technician or Technician on duty
5. Registrar or Admitting Clerk on duty
6. Chief Security Officer of Officer on duty
7. Maintenance Director or Maintenance Personnel on duty
8. Director of Dietary or Supervisor on duty
9. Director of Housekeeping of Designated Alternate
10. Chaplain
11. Social Services Director

If the emergency should occur on weekends, holidays, or after normal working hours, special efforts must be made by Personnel on duty to alert their Department Heads.

The Switchboard Communications must be kept open for Agency calls, both incoming and outgoing. Therefore, Personnel on duty are prohibited from making personal outgoing calls for a period of one-hour following the Announcement of the EPP being placed into effect. Personal calls, if urgent, may be made only on pay telephones during an emergency.

SECTION 5

MALTREATMENT PREVENTION

1. **PURPOSE.** It is the purpose of this policy to assure protection of the residents of Arkansas Health Center (AHC) from any form of maltreatment, to include resident abuse, neglect, exploitation, and misappropriation of property; and to establish guidelines for reporting and investigating possible maltreatment.

2. **SCOPE.** All AHC staff, residents, employees, nursing agency staff, volunteers, and visitors to the facility.

3. **POLICY.** It is the policy of AHC to ensure that a system will be utilized to prevent, detect, and report, resident maltreatment, abuse, neglect, exploitation, and misappropriation of property. AHC will not employ, contract with, or accept, any volunteer services from any individual whose name appears on state maltreatment registries, or who has a documented history of maltreatment, abuse, or neglect.

4. **DEFINITIONS:** The following definitions are applicable guidelines regarding residents and are not necessarily all-inclusive.

   A. **Maltreatment:** For purposes of this policy, reference to maltreatment may include any or all of the following definitions or any associated actions.

   B. **Verbal Abuse:** Use of oral, written, or gestured language that willfully includes disparaging and derogatory terms to residents. This includes anything said within hearing distance of those served, regardless of age, ability to comprehend, or disability. Some examples are: cursing a resident; threatening harm; saying things to frighten or intimidate a resident such as telling him/her that he/she will never be able to see his/her family again.

   C. **Sexual Abuse:** Sexual harassment, sexual coercion, or sexual assault.

   D. **Physical Abuse:** Hitting, slapping, pinching, biting, and kicking. It also includes controlling behavior through corporal punishment.

   E. **Mental Abuse:** Humiliation, harassment, threats of punishment, or deprivation.

   F. **Neglect:** Failure to provide any goods and services necessary for resident care that could result in mental anguish or distress.

   G. **Misappropriation of Resident Property:** Deliberate misplacement or wrongful use of a resident's belongings to include money, personal possessions, medications, etc.

   H. **Exploitation:** Any unjust or improper use of a resident, his/her assets, or property, for profit or advantage of another.

   I. **Involuntary Seclusion:** Separation of a resident from other residents or from his/her room or confinement to his/her room or other location (with or without roommates) against the will of the resident or the resident's legal representative. Involuntary seclusion does not include temporary therapeutic seclusion used as an intervention.

J. **Injury of Unknown Origin:** Discovery of a physical injury to a resident for which the cause is unknown.

K. **Expedited Investigation:** An expedited investigation may be granted only by the administrator on call (AOC) and does not alter any documentation requirements. An expedited investigation differs from a regular investigation **only** in that, following immediate, temporary separation/sequestering of the accused employee from all residents, the AOC may direct an immediate review/investigation of related facts by on-site investigators. If the resident's plan of care identifies a history of false allegations such as are present in the current allegation, **and** preliminary evidence reviewed by on-site investigators reveals no evidence to lend credence to the allegation, the AOC may permit the accused staff to return to duty. The remainder of the investigation will conform to all regulatory requirements (1910's, witness statements, and a 762).

PROCEDURES. Applies to all employees of AHC and full-time volunteers.

A. SCREENING:

1. Application For Employment or Full-Time Volunteer:

   a. Each applicant or full-time volunteer will complete and submit a State of Arkansas Employment Application or an application to serve as a full-time volunteer.

   b. Each applicant or full-time employee will complete a Request for Criminal Record Check.

   c. Each applicant or full-time employee must submit to a urine drug screen.

2. Registries, Licenses, and References:

   a. The Public Safety Office will contact the appropriate agency concerning the application for employment or volunteer.

   b. If an applicant indicates that he/she has been employed under another State Registry, that registry will also be notified.

   c. The hiring Supervisor will contact the appropriate state-licensing agency to verify the applicant's license prior to employment. In the event that the applicant has been licensed in another state, that licensing agency will also be contacted for license verification.

   d. Reference checks will be obtained prior to employment. Negative references should be considered when determining appropriateness for employment.

   e. The Public Safety Office will conduct background, central registry and FBI checks of applicants. Background checks will include:

      (1) Adult and Child Central Registries

(2) Criminal Background Checks

B. TRAINING:

1. New AHC employees will attend New Employee Orientation and receive training regarding the facility's Maltreatment Prevention Policy (AP405) prior to resident contact. Training of the full-time volunteer may also be provided by the Staff Development Department or supervisor of the Department to which the person is assigned. The individual receiving the maltreatment policy and training will sign acknowledgement of receipt of the information and training. Staff Development will ensure the training is provided for any employee missing New Employee Orientation prior to his/her resident contact.

2. Supervisors of volunteers and all independent agency employees working at AHC shall, upon initial arrival of the worker/volunteer and prior to resident contact, provide the person a copy of the AHC Maltreatment Prevention Policy (AP405). The supervisor will obtain that person's signature that he/she has read and understands his/her responsibility regarding maltreatment prevention and reporting at AHC.

3. Ongoing staff refresher training regarding maltreatment prevention will be provided by the Staff Development Department at least annually, and more frequently as necessary. Training topics for both new employees and refresher training will include, but is not limited to, the following:

   a. Definitions of maltreatment

   b. Appropriate interventions to deal with agitated, disruptive, destructive, dangerous behaviors, including threats of lethal behaviors from residents.

   c. Policy, procedure, and mandated requirements for reporting maltreatment, and provision of reassurance that such can be done without fear of reprisal.

   d. Recognition/identification of signs of "burn-out", stress, and/or frustration that could lead to maltreatment and the appropriate actions to take in such situations.

C. IDENTIFICATION

1. Incident and Accident (I&A) Reports will be reviewed to determine: Injuries of undetermined origin; the probable source of such injury; patterns and trends; appropriate interventions to deter recurrence; and to assess the likelihood [or possibility] of maltreatment.

   a. If review reveals that evaluation by another discipline is indicated, referral for such will be made to the appropriate department for follow up. For example: A resident with an injury determined to be related to a fall may be referred to Physical Therapy for evaluation. Any subsequent recommendations resulting from such referrals will be directed to unit staff for consideration, implementation, and any orders or care planning deemed appropriate. Documentation of referrals resulting from I&A

reviews will be maintained in facility files for reference as needed.

b. If review results in a determination that maltreatment is suspected, the injury will be reported and investigated according to AHC policy.

c. These reviews and determinations will routinely occur as a collaborative effort between the Risk Management, Public Safety, and Nursing Services Departments. Involvement of other disciplines, departments, and administration will be incorporated as necessary.

2. All reports of maltreatment for which no perpetrator is identified, as well as injuries of undetermined origin, will also be monitored for trends/patterns.

D. PREVENTION

1. AHC will identify, analyze and intervene in situations, which could foster maltreatment. This will include an on-going analysis of the following:

a. An analysis of resident needs and abilities is determined upon admission and continues throughout residence of AHC. The most appropriate placement is determined based on the training and knowledge of the staff assigned to each unit, the resident's specific needs, and the overall unit milieu. Additional training may be conducted as dictated by changing resident needs.

b. The deployment of staff on each shift in sufficient numbers to meet the specific needs of the residents and Office of Long Term Care (OLTC) standards.

c. Supervision of staff to identify inappropriate behaviors, such as using derogatory language, rough handling, ignoring residents while giving care, directing residents who need toileting assistance to urinate or defecate in their bed.

d. The assessment, care planning, and monitoring of residents with needs and behaviors which might lead to conflict or neglect, such as residents with a history of aggressive behaviors; residents who have intrusive behaviors, such as entering other residents' rooms, inappropriate sexual displays; residents with self-injurious behaviors; residents with communication disorders; those that require heavy nursing care; and/or are totally dependent upon staff.

e. The features of the physical environment that could foster the occurrence of maltreatment, such as secluded areas of the facility.

E. REPORTING

1. Facility staff, agency staff, and AHC full-time volunteers are mandated to report all injuries of unknown origin, and allegations of maltreatment, whether witnessed, suspected, or alleged/reported by another, for investigation.

2. Facility staff, agency staff, and volunteers are also required to report all injuries of

unknown origin for review and follow up as needed.

3. Families and other visitors are requested and strongly encouraged to report any suspicions, reports, observations, or knowledge of maltreatment, injuries of unknown origin, or any other suspicions or concerns they may have to AHC administration. Those wishing to voice anonymous concerns or complaints regarding this or other Arkansas long-term care facilities may do so by calling the OLTC Nursing Home Complaint Hotline toll free at: 1-800-582-4887.

4. The Risk Management Department will report maltreatment allegations, and injuries in which maltreatment is suspected as a cause, to OLTC via the DHHS Incident Reporting Information System (IRIS).

5. Any employee that is witness to, has knowledge of, or suspects maltreatment, or any employee to whom a report of maltreatment has been made, regardless of the source of the information, will immediately notify his/her supervisor. The reporting staff will also complete and submit DMS OLTC 762 Witness Statement reflecting any information they have regarding the events surrounding the maltreatment allegation.

6. In the event of multiple witnesses to maltreatment, responsibility for reporting lies equally with each witness. Each witness should verify with the direct supervisor that the maltreatment has been reported, and each witness is required to complete and submit a DMS OLTC 762 Witness Statement reflecting any information they have regarding the events surrounding the maltreatment allegation.

7. Upon being informed of an allegation of maltreatment, the direct supervisor will immediately notify the Administrator and Director of Nurses (DON) on call.

8. If the employee's direct supervisor is the alleged perpetrator of maltreatment, the employee is to report the allegation to the next supervisory level. If the employee feels the supervisor did not appropriately report the allegation the employee must report the incident to the next supervisory level. Per statute, the AHC Director ranks highest in the chain of command for AHC maltreatment reports.

9. Upon receiving a report of resident maltreatment, the direct supervisor will notify the nursing supervisor who will contact the Administrator and DON on call. The nursing supervisor will also notify the physician on duty, resident representative, and the Public Safety Office.

10. Any reported suspicion or allegation of abuse of an AHC resident that occurred outside the authority of AHC, such as at home or during hospitalizations will be reported to OLTC and the appropriate investigative entity, such as the DHHS Divisions of Health or Aging and Adult Services - Adult Protective Services Section, or law enforcement, for follow up.

F. PROTECTION:

1. Employees, volunteers, residents, and resident representatives should voice any knowledge of, or concerns related to possible maltreatment without fear of retribution.

Retribution or reprisal for reporting is strictly prohibited. Any violations that are determined to occur will be handled via strict disciplinary actions in accordance with policy.

2. When notified of possible maltreatment, the administrator on call will direct immediate action to protect the resident and/or residents. Protective actions may include, but are not limited to: Separation of the resident and/or residents from any potential or perceived threat; temporary or permanent reassignment; removal of an employee or resident allegedly involved in the maltreatment; and/or resident relocation or transfer.

   a. Whenever the alleged perpetrator is an employee, the employee is to have no contact with the resident allegedly involved. The administrator on call will determined if the nature of the allegation warrants the employee's removal from all resident contact during the period of investigation.

   b. The accused employee, at the administrator's discretion, may be placed on investigation-status leave during the period of investigation. If the allegation is unfounded, the employee will be allowed to return to work.

3. Upon notification of related events, the nursing supervisor will assess, and follow up with the physician on duty if needed, to seek direction regarding immediate precautionary measures and a longer-range safety plan to minimize the potential for harm to others. Interventions may include: Separation; re-direction; one-to-one observation; visual observation; time-check observation (Ref. AP 406, Resident Observation Policy).

4. Nursing staff will assess the resident for injuries and/or distress resulting from alleged maltreatment. If signs of injury or distress are noted, his/her needs will be treated. The physician on duty will be consulted immediately upon the determination of treatment needs not covered in resident's current treatment regimen. In case of an emergency, 911 will be called immediately.

5. In the event an immediate transfer or discharge is determined necessary to protect resident welfare due to the facility not being able to meet resident needs, or if the safety and/or health of individuals in the facility are endangered, the following steps will be taken:

   a. The social worker or nurse supervisor will document in the resident's medical record how the facility concluded that the transfer/discharge is necessary. The social worker or nurse supervisor will also assist the resident and/or resident representative to ensure an appropriate transfer/discharge from the facility.

   b. The physician will provide documentation in the medical record to support the facility's conclusion regarding the transfer/discharge need.

   c. The resident and/or resident representative will be notified of the need for transfer/discharge, and this notification will be documented in the medical record. Information regarding the resident and the problems resulting in the relocation will be provided to the receiving entity for interventions and treatment as needed.

G. INVESTIGATION:

Protocol:

1. All reports of resident maltreatment occurring under the jurisdiction of AHC will be investigated by AHC in a timely manner. Investigations involving residents will be overseen by the AHC Risk Management Department.

2. Upon receipt of a report of maltreatment, the supervisor will immediately notify the RN supervisor for the resident's unit of residence. The RN supervisor will take needed action for immediate assessment and assurance of the resident's safety, then notify and consult the administrator on call to determine and initiate other, appropriate resident protections (Reference Section F of this policy.)

3. The RN supervisor will initiate preliminary investigative actions by directing the writing of witness statements (Form 762) by any individual(s) believed to have knowledge of the incident. This may include visitors, other reliable residents, staff, etc.) In the event that the alleged maltreatment occurred on a date other than the date the allegation is made, the RN supervisor will assist in arranging for all pertinent individuals to provide witness statements.

4. The RN supervisor will follow up, delegating duties as needed, to assure: Summation of events on DHHS Form 1910; required notifications and documentation thereof; as well as collection of completed witness statements.

5. Interviews will be conducted as deemed appropriate, and polygraphing will be utilized when necessary.

6. The Department of Public Safety (DPS) will be notified within the hour whenever a maltreatment allegation has been made. DPS will assemble initial reports and witness statements and write a DPS report to include documentation of notice to local law enforcement.

7. Within one hour of receiving a maltreatment report during regular office hours, DPS will notify the Risk Management Department. DPS will notify the Risk Management Department by 9 a.m. of the next business day of maltreatment reports received outside regular business hours. (The Administrator on call may choose to involve the Risk Management Department outside regular office hours.)

8. DPS and the Risk Management Department will converge so that collected information, documents, etc., are dispensed to Risk Management as soon as feasibly possible after obtainment.

9. The Risk Management Department is responsible for assuring that maltreatment investigations are completed thoroughly and timely, and for reporting findings to the AHC Director, OLTC, and local law enforcement. All reports will be made in

accordance with the timeframes set forth by the Department of Health and Human Services, the Office of Long Term Care, and state and federal guidelines.

10. Whenever it is necessary to extend AHC staff leave past 5 days pending investigative outcome, Risk Management will provide a status report to the Director and involved executive staff every subsequent 5th day that the staff remains on leave status.

11. Maltreatment investigation reports and findings will be maintained for a period of 5 years by Risk Management to support AHC actions and findings; to aid in identifying patterns/trends.

Staff Responsibilities Regarding Investigations:

1. It is the duty of all AHC and contracted staff to provide full and total disclosure of information or knowledge they may have in regard to maltreatment investigations.

2. To help maintain the integrity of the investigation, staff involved in an investigation is directed to refrain from discussing the incident among themselves during the period of investigation.

3. AHC management staff will release the identify of a reporter on a need-to-know basis only.

H. DISPOSITION OF INVESTIGATION (Reporting/Response):

1. Investigative outcomes regarding resident maltreatment reports will be forwarded from the Risk Management Director to the AHC Director and OLTC.

2. Resident representatives will be notified of investigative outcomes by Risk Management Department. When determined more appropriate, the Director may designate the unit Social Service Worker of physician to make this contact. OLTC also notifies the responsible party of results of their reviews and determinations of AHC investigative outcomes.

3. In the event an allegation of maltreatment is found to have been perpetrated by an employee, the AHC Director and supervisor will confer regarding appropriate disciplinary actions in accordance with appropriate DHHS policy and law.

4. Any employee that is found to have had knowledge of maltreatment, which he/she failed to report, is subject to disciplinary action levels up to and including that imposed upon the offender.

5. AHC investigative findings are reviewed by OLTC, and disciplinary actions are subject to adjustments per their review and recommendations.

6. Maltreatment allegations and/or findings are also subject to review, actions, and investigation, including, but not limited to, the Arkansas Attorney General's Office, local prosecutorial authorities, etc.

7. Appropriate regulatory entities will be informed by the administrator or DON of maltreatment findings involving a licensed/certified/registered individual.

8. The name of any employee regarding whom a maltreatment finding has been made and upheld by OLTC will be placed on applicable Arkansas Maltreatment Registries by the appropriate regulatory agency.

9. Employees who have received any disciplinary actions associated with any maltreatment findings maintain their rights regarding any hearings, appeals, etc., which may include: Departmental administrative hearings/appeals; applicable grievance options; as well as legal remedies.

_____ _____

AHC Director Date

SECTION 6

INCIDENT /ACCIDENT

REPORTING

1. PURPOSE. This policy establishes requirements and procedures for prompt reporting and handling of serious incidents/situations that may affect the health, safety, and/or property of Arkansas Health Center residents, employees, volunteers or visitors. The policy is in addition to the present requirements for completing Assault or Injury, Unauthorized Absence, and/or Employee's Report of Injury forms when applicable.

2. SCOPE. This policy is applicable to all Arkansas Health Center personnel. Administrators, department heads and/or program directors are responsible for ensuring that all applicable incidents are reported as outlined in this policy. These policies and procedures will be included in orientation training for all new employees and will be addressed at least annually in in-service training for all facility staff.

3. POLICY. All reportable incidents occurring at Arkansas Health Center will be immediately reported to the Facility Director, Nursing Home Administrator and the Director of Nursing by the senior person in charge of the area where the incident occurred. The Nursing Home Administrator or his designee will notify other appropriate officials and/or agencies. The Office of Long Term Care must be notified of all incidents as listed in Section 5.

4. APPLICABLE INCIDENTS TO BE REPORTED:

   A. Absence/Elopement shall mean circumstances when the resident cannot be located or has left the facility without authorization or there is sufficient question as to the whereabouts of the resident. Any resident whose participation in a program (as defined herein) can be terminated by the resident and does not require restriction, shall not be considered absent. If there is reason to believe such resident, upon discharge, may be an endangered adult (see Section 306.4.6 of the LTC Regulations) the facility remains obligated to make reports required by law (see Section 306.4 of the LTC Regulations).

   B. Maltreatment: (May include any or all of the following, Physical, Mental or Sexual Abuse, Neglect, Exploitation, Involuntary Seclusion, or Injury of Unknown Origin)
      a. Abuse
         1. Physical and Sexual - Any intentional and unnecessary physical act which inflicts pain on or causes injury to an endangered adult, including sexual abuse. Examples of physical abuse include, but are not limited to hitting, slapping, pinching, biting, kicking and controlling behavior through corporal punishment. Examples of sexual abuse include sexual harassment, sexual coercion, and sexual assault.
         2. Mental - Any intentional or demeaning act which subjects an endangered adult to ridicule or psychological injury in a manner likely to provoke fear or alarm, including humiliation, threats of punishment, or deprivation.
         3. Verbal - Use of oral, written or gestured language that willfully includes disparaging and derogatory terms to the residents. This includes anything said within hearing distance of those served, regardless of age, ability to comprehend, or disability. Some examples include, but are not limited to, cursing a resident, threatening harm, saying things to frighten or intimidate a resident.

c. Neglect:
   1. Negligently failing to provide necessary treatment, rehabilitation, care, food, clothing, shelter, supervision, or medical services to an endangered adult.
   2. Negligently failing to report health problems or changes in health problems or changes in health condition of an endangered adult tot he appropriate medical personnel
   3. Negligently failing to carry out a prescribed treatment.

C. Misappropriate of Resident Property: Deliberate misplacement or wrongful use of a resident's belongings to include money, personal possessions, medications, etc.

D. Death - The death of any person from violence or neglect, whether apparently homicidal, suicidal, accidental or industrial, including but not limited to death due to suspected or actual abuse, neglect, thermal, chemical, electrical or radiation injury, and death due to criminal abortion, whether apparently self-induced or not, or suddenly when in apparent good health.

E. Death by Natural Cause - means death from natural causes including those deaths of residents under a physician's care whose end has been anticipated and/or deaths that do not meet the criteria outlined in "Death" above.

F. Disruption of Service Delivery - Disruption of service delivery which results in involuntary closure of AHC.

G. Endangered adult:
   1. An adult eighteen (18) years of age or older who is found to be in a situation or condition which poses an imminent risk of death or serious bodily harm to that person and who demonstrates the lack of capacity to comprehend the nature and consequences of remaining in that situation or condition; or
   2. A resident eighteen (18) years of age or older of a long term care facility, which is required to be licensed under Arkansas Code Annotated 20-10-224, who is found to be in a situation or condition which poses an imminent risk of death or serious bodily harm to such person and who demonstrates the lack of capacity to comprehend the nature and consequences of remaining in that situation or condition.

H. Epidemic Or Serious Communicable Disease – as defined by the State Department of Health.

I. Natural Disaster – tornadoes, floods, earthquakes, fires, etc., which place employees or residents in potential danger.

J. Prevention of Service Delivery: any condition or event that prevents the delivery of services for more than two hours (interruption in telephone service or the inability to fully occupy the facility due to fire, flood or other disaster. No report is necessary if the office is closed by Governor's Proclamation.

K. Property Damage - which results in the loss of state property exceeding $100.00, destruction of any significant property of others, major equipment failure, including loss of heat/air conditioning, loss

of fire alarm systems, or the disappearance of major property/supplies no matter the cause.

L. Serious Injury– An injury involving AHC residents, visitors, or employees which occur on AHC property or involve an AHC employee acting in their official capacity which may cause death or which is likely to result in substantial permanent injury.

M. Significant Injury – An injury involving AHC residents, visitors, or employee which occur on AHC property or involve an AHC employee acting in their official capacity which requires the medical attention of an Emergency Medical Technician (EMT), a paramedic or an off site physician.

N. Suspected Criminal Activity - where there exists reasonable cause to suspect a crime has been committed in the administration of a program by or upon a person while participating in a program. For further general principles to determine whether conduct is criminal, see DHS Policy 1090 Attachment A.

O. Arrest or Conviction of: an AHC resident or employee while acting in their official capacity.

P. Suspected illegal use of Drugs or Intoxicants - Where there exists reasonable cause to suspect the presence of illegal drugs or intoxicants on the premises.

Q. Suspected Use Of Or Persons Under The Influence Of Illegal Drugs Or Intoxicants – Where there exists reasonable cause to suspect use of/or persons under the influence of illegal drugs or intoxicants while on AHC property.

6. NEXT-BUSINESS-DAY REPORTING OF INCIDENTS:

5. The following events shall be reported to the Office of Long Term Care via email of the completed Incident & Accident Intake Form (Form DHS-1910) no later than 11:00 a.m. on the next business day following discovery by the facility. A listing of all persons to be contacted with phone numbers will be kept updated and available at the AHC Communications Office, with the DON and in the Shift RN Office. The AHC Communications Office will be responsible for keeping the list with phone numbers up to date and changes forwarded to the specified locations in Nursing Service.

a. Any alleged, suspected or witnessed occurrences of maltreatment.
b. Any accident or unusual occurrence that results in the death of an AHC resident. NOTE: This does not include death by natural causes.
c. Any fire or explosion within Arkansas Health Center.
d. Any disaster at Arkansas Health Center (i.e. tornado, flood, nuclear disaster, toxic waste spill, etc.
e. Violent acts within Arkansas Health Center such as shooting, rape, robbery, or assault. NOTE: This does not include conflicts between residents with no physical consequence.
f. Major power outages or losses of heat/air conditioning lasting for more than two hours and resulting in temperature deviation from the normal range required in state and federal regulations.

g. Any suspected occurrences of abuse and/or neglect to residents (including injuries of unknown sources and regardless of treatment outside the facility, whether or not occurring on facility premises).

h. Any suspected occurrence of misappropriation of resident property. Misappropriation shall be defined as circumstances where AHC or its employee(s) knowingly place a resident's property, or knowingly permits a resident's property to be placed, in the possession or control of someone other than the resident, except as provided in AHC Policies and Procedures.

i. Absence/elopement of a resident from the facility. If the resident cannot be located within two hours, he/she shall be considered absent.

In addition to the requirement of an email report by the next business day on Form DHS-1910, the facility shall complete a Form DMS-762 in accordance with Sections 7 & 8.

7. INCIDENTS OR OCCURRENCES THAT REQUIRE INTERNAL REPORTING ONLY – 1910 REPORT OR FORM DMS.

The following incidents or occurrences shall require the nursing facility to prepare an internal report **only** and **does not require** a facsimile report, or form DMS-762 to be made to the Office of Long Term Care. The internal report shall include all content specified in Section 8, as applicable. Nursing facilities must maintain these incident record files in a manner that allows verification of compliance with this provision.

a. Incidents where a resident attempts to cause physical injury to another resident without resultant injury. The facility shall maintain written reports on these types of incidents to document "patterns" of behavior for subsequent actions.

b. All cases of reportable disease, as required by the Arkansas Department of Health.

c. Loss of heating, air conditioning or fire alarm system of greater than two (2) hours duration.

8. INTERNAL-ONLY REPORTING PROCEDURE:

Written reports of all incidents and accidents included in section 7 shall be completed within five (5) days after discovery. The written incident and accident reports shall be comprised of all information specified in forms DHS-1910 and 762 as applicable.

All written reports will be reviewed, initialed and dated by the facility administrator or designee within five (5) days after discovery. All reports involving accident or injury to residents will also be reviewed, initialed and dated by the Director of Nursing Services or other facility R.N.

Reports of incidents specified in Section 7 will be maintained in the facility **only** and are not required to be submitted to the Office of Long Term Care.

All written incident and accident reports shall be maintained on file in the facility for a period of three (3) years.

9. OTHER REPORTING REQUIREMENTS:

A. The facility's administrator/designee is also required to make any other reports of incidents, accidents, suspected abuse or neglect, actual or suspected criminal conduct, etc. as required by state and federal laws and regulations.

a. Contacts with these services will be documented. Some examples are as follows:

1. The State Health Department should be contacted for any epidemics.
2. The Arkansas State Police, DHS Advocate, Saline County Sheriff, and Prosecuting Attorney are to be notified of any resident abuse and death from violence or criminal activity.
3. The Saline County Coroner and Sate Medical Examiner are to be notified of any deaths caused by violence. The Coroner and State Medical Examiner will be asked if they have any instructions regarding autopsies and/or notification to the local judicial prosecutor.

B. Appropriate AHC department heads should be contacted in the following situations.

1. The Administrator on Call and Director of Nursing/Designee are to be notified of all deaths, including deaths due to natural causes.
2. Appropriate department heads are to be contacted for disasters, property damage or major property/supplies disappearance for any cause affecting at AHC (Also see AHC Emergency Preparedness Plan).

C. Written reports of all incidents and accidents shall be completed within 72 hours after occurrence. The written incident and accident reports shall be comprised of all information specified above in Section 7.A. and in Section 8. OLTC forms entitled Facility Investigation Report for Resident Abuse, Neglect or Misappropriation of Property in Long Term Care Facilities Sections I through V and OLTC Witness Statement Form meet the requirements for reporting abuse, neglect or misappropriation of funds. DHS Form 1910 Incident Report must also be completed for submission to DHS. For incidents involving a resident injury MHS form 1125 Assault or Injury Report must be completed.

D. The administrator/designee will review and track all incident and accident reports. The AHC Quality Assurance Committee will review and track these incidents during its quarterly meetings and Risk Management Meetings. The purpose of these reviews is to identify health and safety hazards.

E. INCIDENT AND ACCIDENT REPORTS.

A. Content of reports

1. Full name, age, race and sex of any involved residents.
2. Full name, age race and sex of any involved AHC personnel.
3. Full name, age, race and sex of any accused party.
4. Time and location of incident
5. Time and date of the report. The identity of the person for which the report is given.
6. Name, address and telephone number of the facility administrator, or, in his/her absence, designee in charge of handling the situation.
7. Description/summary of the incident.
8. Status of the situation at the time the report is made.

E. RESIDENT FOLLOW-UP.

A. The complete vital signs, including temperature, of any involved residents shall be included in the initial examination of the resident following the incident/accident. The condition of any residents involved in the incident shall be addressed on the nurses' notes each shift for a minimum of 48 hours.

10. MALTREATMENT INVESTIGATION REPORT:

The facility must ensure that all alleged or suspected incidents involving maltreatment are thoroughly investigated. The facility's investigation must be in conformance with the process and documentation requirements specified on the form designated by the Office of Long Term Care, Form DMS-762, and must prevent further potential incidents while the investigation is in progress.

The results of all investigations must be reported to the facility's administrator, or designated representative, and to other officials in accordance with state law, including the Office of Long Term Care. Reports to the Office of Long Term Care shall be made via facsimile transmission by 11:00 a.m. the next business day following discovery by the facility, on form DHS-1910. The follow-up investigation report, made on form DMS-762, shall be submitted to the Office of Long Term Care within 5 working days of the date of the submission of the DHS-1910 to the Office of Long Term Care. If the alleged violation is verified, appropriate corrective action must be taken.

The DMS-762 may be amended and re-submitted at any time circumstances require.

11. REPORTING SUSPECTED MALTREATMENT:

A. The requirement that the facility's administrator or his or her designated agent immediately reports all cases of suspected abuse or neglect of residents of a long-term care facility as specified below:

a. Suspected abuse or neglect of an adult (18 years old or older) shall be reported to the local law enforcement agency in which the facility is located, as required by Arkansas Code Annotated 5-28-203(b).

b. Suspected abuse or neglect of a child (under 18 years of age) shall be reported to the local law enforcement agency and to the central intake unit of the Department of Human Services, as required by Act 1208 of 1991. Central intake may be notified by telephone at 1-800-482-5964.

B. The requirement that the facility's administrator or his or her designated agent report suspected abuse or neglect to the Office of Long Term Care as specified in this regulation.

C. The requirement that facility personnel, including but not limited to, licensed nurses, nursing assistants, physicians, social workers, mental health professionals and other employees in the facility who have reasonable cause to suspect that a resident has been subjected to conditions or circumstances which have or could have resulted in abuse or

neglect are required to immediately notify the facility administrator or his or her designated agent.

D. The requirement that, upon hiring, each facility employee be given a copy of the Maltreatment reporting and prevention policies and procedures (AP 405) and sign a statement that the policies and procedures have been received and read. The statement shall be filed in the employee's personnel file.

E. The requirement that all facility personnel receive annual, in-service training in identifying, reporting and preventing suspected Maltreatment, and that the facility develops and maintains policies and procedures for the prevention of Maltreatment, and accidents.

AHC Director _____ Date _____

ARKANSAS HEALTH CENTER

SYSTEM FOR INCIDENT / ACCIDENT REPORTING

POLICY: The facility has established guidelines for reporting and recording incidents and/or accidents to ensure incident and accident reports are completed per facility policy and procedures. The objective is to document all incidents and accidents occurring in the facility in a systematic format in order that patterns for specific dates, times, locations, and causative factors are identified. The incidents and accidents will be logged, tracked and a monthly trending will be forwarded to the QA Committee for review and/or recommendations.

In the event a resident or visitor is involved in an incident or accident, an Incident and Accident report **MUST** be completed, even in the absence of a visible injury.

Incidents and/or Accidents may be defined as (but not limited to):

1. An occurrence that is not consistent with the routine operation of the facility or the routine care of the resident.
2. Any event which results in an injury or has the potential for injury, including those that occur when the resident is off the premises (i.e., on pass).
3. Unexplained injury to a resident where no actual incident was observed such as a bruise or skin tear.
4. Complaints of physical, mental, or verbal abuse—whether alleged or actual.
5. Complaints of loss of valuable property or personal belongings.
6. Elopement from facility.

PROCEDURE:

1. An Incident/Accident report is completed for all incidents/accidents involving residents or visitors (See Incident and Accident Report).
2. It is the responsibility of the licensed nurse to complete the form.
3. When an incident/accident occurs, the licensed nurse is to assess the resident to determine the extent of any injuries and whether or not the resident can be safely moved to a private area for more in-depth assessment. Do not move the resident until an assessment can be completed (unless the area of the incident/accident could cause a threat to the resident's safety). If the resident's condition is not unstable or critical, the nurse will complete a head to toe assessment to include neurochecks if there is a possibility of head trauma. If the resident's condition is unstable or critical, the resident is to be sent to the nearest hospital emergency department for evaluation. Call 911 and have the resident transported immediately.
4. Provide any necessary first aid.

5. Notify the physician:
   You **MUST** notify the physician regarding any incident or accident in a timely manner. Have all necessary information available to provide to the physician. Explain what happened; provide a brief description of the resident's condition including vital signs and the presence of any injuries. Explain any nursing intervention or first aid provided and request any necessary orders (i.e., treatments, transfer to ER, X-rays, pain meds, ect.). Record appropriate information on the Incident and Accident report as well as in the nurses' notes.

6. **Notify the RN Supervisor**
   Notify the RN Supervisor and record name of person notified along with the date and time of notification.

7. **Notify the family/guardian/responsible party**
   Notify the family/guardian/responsible party of the incident/accident. Provide a brief description about what happened (facts only); explain any nursing interventions utilized and any orders received by the physician. Document the name of the person you spoke to along with the date and time on the Incident and Accident Report as well as in the nurses' notes.

8. **Notify the Director of Nursing and Administrator**
   Notify the Director of Nursing and Administrator of any incident/accidents involving suspected or actual abuse, neglect, medication error, injuries requiring outside medical intervention, misappropriation of resident property or any time there is a question regarding the incident/accident.

9. **Write and process any new orders for treatment**
   Example: if the resident obtains a skin tear, the nurse needs to obtain an order to treat the skin tear (even if it requires a band-aid) and place the order on the treatment administration record as well as document the order in the nurses' notes.

10. If the incident involves a resident to resident altercation, the nurse must intervene immediately to protect the resident. The nurse will then complete a separate incident and accident report for each resident involved and document the intervention on the incident and accident report as well as both residents' nurses' notes. Complete a 1910 on the VICTIM.

11. Complete the Incident and Accident Report completely and accurately. Do not leave blanks. If an item does not apply, write N/A for not applicable. The person completing the report must sign and date the report.

12. Document "facts only" in the nurses' notes. Never document in the Nurses' notes that an Incident/Accident Report was completed. The initial notation should include the following (but is not limited to):
    A. Description of the incident and accident
    B. Description of the assessment conducted to evaluate resident's condition including vital signs, neuro check, range of motion on all extremities, any complaints of pain or discomfort, and any observable injuries (swelling, redness, skin tear, etc.)
    C. Description of any first aid provided
    D. Notification to Physician, RN Supervisor, Responsible Party including name of the person notified along with date and time of notification
    E. Notation of any new orders received
    F. Documentation of any interventions initiated
    G. Documentation any other information deemed appropriate.

13. Make a copy of the Incident and Accident Report and place in the Unit RN Supervisor's box.

14. Enter the appropriate information on the 24 hour report to pass on to the oncoming nurse.

15. Enter the appropriate information on the "Hot Chart" form for follow-up. All incident and accidents require QS charting for a minimum of 72 hours or until the resident's condition is stable, **whichever is longer**. **NOTE**: All entries made in the nurses' notes must include actual time of documentation rather than by shift (i.e., 0900 versus 7-3).

16. The Unit RN Supervisor will review I & A reports as part of the start up routine. He or she will record the appropriate information on the I & A Log and file the report in the I & A Log Notebook, which will be kept in a three ring binder in his or her office.

    The Unit RN Supervisor will look for any areas of concern or trends/patterns and initiate interventions to resolve these issues. The Unit RN Supervisor/MDSC will update the care plan as needed with appropriate interventions. The Incident and Accident Log will be reviewed during the weekly care plan meeting and the interdisciplinary team will assist in the development and implementation of the care plan to address the concern.

    If the incident involves a fall, the Unit RN Supervisor will follow the Fall Prevention Protocol.

If the incident involves a resident to resident altercation, a copy of the I & A report will be forwarded to the Social Service Worker. The Social Service Worker will complete a progress note to address the behaviors. An emergency care plan meeting to update the care play may be held. The Unit RN Supervisor and the Social Service Worker will conduct in-service training to staff regarding interventions that are to be used to prevent another incident.

17. The original Incident and Accident Reports will be picked up from each unit by the 11-7 RN Supervisor and delivered to the Nursing Service office each night prior to the end of the shift.

18. All I & A Reports will be forwarded to the Investigative Team Monday through Friday each week for an accurate review. Any areas of concern will be brought to the attention of the Unit RN Managers/D.O.N. or A.D.O.N. for corrective actions and additional training as indicated. If additional investigation is required, the Investigative Team will request additional information from the respective party.

19. After the Investigative Team has reviewed the I & A and completed the log-in process, the original I & A will then be forwarded to the Director of Nursing, Administrator, and the Medical Director for signatures.

20. The I & A will then be returned to the Investigative Team for appropriate filing.

21. Each month, the Investigative Team will forward a copy of the previous month's log of I & A's to the Director or Nursing, Assistant Director's QA Chairperson and Director of Clinical Services.

22. Necessary information will be forwarded to the QA Committee for review and recommendation.

Division of Mental Health Services

Ward

ASSAULT OR INJURY REPORT

For the protection of employee and the hospital, a full and signed report of all injuries is required. Include all extraordinary marks noted in clothing patient

Place of occurrence	Date of occurrence	Time of occurrence

Employee's report (described nature of incidence and whether or not another employee was involved, or if injury was due to a mechanical cause, e.g. fall, etc.)

Incidence witnessed by: (employee and/or patients)

Date of report	Hour of report	Employee's signature	Supervisor's signature

Physician's report

Relatives notified	How notified	Date notified	Name and relationship of relative
☐ Yes ☐ No			

Physician's signature	Date	Superintendent's signature	Date

ARKANSAS HEALTH CENTER

ACCIDENT / INCIDENT REPORT

Unit:_____ Date:_____ Time of Incident: _____

ESIDENT NAME:_____ ROOM #_____

ate of Birth: _____ Age: _____ Sex: _____ Race: _____

Primary Diagnoses: _____

Cognitive Status: _____

NARRATIVE OF ACCIDENT/INCIDENT: _____

IMMEDIATE INTERVENTIONS: _____

WITNESS(ES):

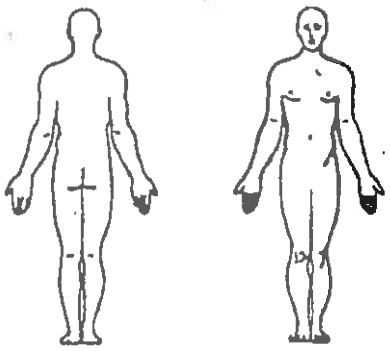
NAME_____ TELEPHONE: _____

AME_____ TELEPHONE:_____

ESIDENT ASSESSMENT: VITAL SIGNS: B/P_____ P_____ R_____ T_____

Primary Injury: (Mark location on diagram)

- ☐ No Injury
- ☐ Contusions/Hematoma
- ☐ Laceration/Skin Tear
- ☐ Fractures
- ☐ Head Involved
- ☐ Burn
- ☐ Swelling
- _ Redness
- _ Other_____



Narrative of Assessment: _____

TREATMENT:

- ☐ First Aid in Facility
- ☐ Referred to ER/Clinic
- ☐ Hospitalized
- ☐ X-rayed - ☐ + ☐
- ☐ None

DESCRIBE TREATMENT PROVIDED

_____

me of person completing report:_____ Date:_____

/IEWED BY:

Director of Nursing: _____ Date: _____

Medical Director:_____ Date:_____

Administrator: _____ Date:_____

LOCATION: (check all that apply)

- ☐ Resident Room
- ☐ Resident Bathroom
- ☐ Hall
- ☐ Dining Room
- ☐ Living Room
- ☐ Outside Facility
- ☐ Other_____

Nature of Accident/Incident

- ☐ Observed on floor
- ☐ Fall ☐ Bed ☐ Chair
  - ☐ Assisted
  - ☐ Unassisted
  - ☐ Ambulatory
- _ Injury during transfer / care
- _ Self injury
- _ Choked
- ☐ Elopement
- ☐ Property: Broken/Missing
- ☐ Resistant to care / Combative
- ☐ Alleged Abuse
- ☐ Adverse medication reaction
- ☐ Altercation with other Resident
- ☐ Other: _____

RESTRAINT:

Order as per Medical Record_____

Was restraint ON or OFF during time of incident / accident?

Side-rails: UP DOWN

Order as per Medical Record_____

NOTIFICATIONS:

PHYSICIAN:

Name_____

Date: _____ Time: _____

Time Responded: _____

Any New Orders? YES NO

RELATIVE/RESPONSIBLE PARTY

Name:_____

Date: _____ Time: _____

SUPERVISOR:

Name: _____

Date: _____ Time: _____

**For allegations of abuse, injuries requiring outside medical intervention, etc. Notify the DON and Administrator.

Name_____

Date: _____ Time: _____

Name: _____

Date: _____ Time: _____

SECTION 7

EMPLOYEE'S REPORT OF INJURY

area

K. Wing: Enter any wing or hallway if appropriate
L. Room: Enter room number or description of room
M. Witnesses: Enter names of actual witnesses of the incident causing the injury

N. Witness Statement Form — Complete by giving a detail description of event.
O. What Happened?
1. In the area indicated state what you were doing when you were injured.
2. Indicate if you were using equipment by circling Yes or No. If your answer is Yes, name the equipment or tools being used. Answer Yes or No if equipment was in good working order. If the answer is NO provide explanation in area provided.

P. Why Did It Happen?
1. Nature of Accident: Check one or more listed items and/or specify under other. Fill in blanks by "struck by: Cut/puncture with" or "combative resident" if these items are checked.
2. Environment: Check one or more if applicable. If not, leave blank
3. Shoes: Circle Yes, No or N/A regarding non-skid shoes
4. Wet Floor Sign Use: Circle Yes or No if related to slick floors. State why not in use if No is circled.
5. Stress: Describe any stress related conditions on the part of the employee or others involved that could have contributed to the injury.
6. Property Damage: Circle Yes or No. If yes, describe damage and estimate cost
7. Date/Signature: Sign and Date the report on completion date even if it is different from the date of injury.

6. SECTION II (Completed by Supervisor). The Supervisor should ask questions, explain any information in more detail and attach diagrams or other information if appropriate.

A. Date/Time: Enter the date and time you were first made aware of the injury even if different from date/time of occurrence of injury.

B. All Staff (Hours worked): Refer to the employee's time sheet and department time records. Write down the actual hours worked during the previous five (5) days **NOT** including the date of injury.

C. Nursing Unit Staff Only (Staffing Information): This section is only to be completed by nursing units as minimum staffing requirements for individual work areas in other departments are not established by regulations. Fill in the number of actual staff on duty at the time the injury occurred differentiating between C.N.A's and Licensed Nurses. Additionally complete the published OLTC minimum staffing requirements for your unit/shift at the time the injury occurred.

(SECTION II CONTINUED)

D. Additional Information:	Enter any additional pertinent facts attaching additional paper if needed.
E. Other Job:	Circle Yes or No. If you circle yes, ask the employee and /or contact the secondary employer to complete all information. Do not complete the other information if NO is selected.
F. Disposition of Employee:	Check one of the items listed or state other.
G. Condition Next Working Day:	When the employee remains on duty, hold the Employee's Report of Injury Form until the next day the injured employee returns to work. Check on the status of the injury and report in this are.
H. Date/Signature:	Sign and date when you completed your section of the Employee's Report of Injury Form.

7. ROUTING. The Supervisor in charge at the time of injury is responsible for assuring the Assistant Director of Nursing and Human Resource Department receives appropriate copies.

_____ _____

Human Resources Manager Date

_____ _____

AHC Director/Designee Date

EMPLOYEE'S REPORT OF INJURY
ARKANSAS HEALTH CENTER

IMPORTANT - READ CAREFULLY: Immediately following any injury, this form must be fully completed and sent to the Human Resources Office. If the employee needs to see a physician or if the employee is off work for seven (7) consecutive days, please notify the Human Resources Office as soon as possible. During regular hours, the Human Resources office will make an appointment with a physician. After regular office hours, employees should go to the emergency room.

SECTION I (Completed by Employee)

Person Injured:_____ Date of Injury: _____ Time of Injury: _____A.M. P.M.

SS#: _____ Position Held: _____ Department/Unit: _____

Shift Worked: Hours Begin _____ Hours End _____

Body Part Injured (be as specific as possible): _____

_____

Have you had an injury to this body part before? No _____ Yes _____

If Yes explain: _____

_____

_____

Where on the AHC Campus did the injury occur? Building Number or area on grounds: _____

Nursing Home Unit: _____ Wing (East or West): _____ Room (number or description): _____

Witnesses: _____

*Complete written statement form.

WHAT HAPPENED?

Write a detailed summary of what you were doing at the time the injury occurred _____

_____

_____

_____

_____

_____

_____

_____

Were you using any equipment? YES NO If yes, what equipment was used? _____

Was equipment in good working Order? YES NO EXPLAIN (Describe any failure, malfunction or problems in use of equipment or tools.) _____

_____

_____

_____

WHY DID IT HAPPEN:

NATURE OF ACCIDENT: (Check any that apply)

☐ fall	☐ scratch	☐ thermal burn	☐ bite	☐ struck by _____
☐ tripping	☐ lifting	☐ electrical burn	☐ electrical shock	
☐ slipping	☐ inhaled	☐ chemical burn	☐ combative resident Resident Name below	
☐ bending	☐ cut/puncture with _____		_____	

OTHER: _____

_____

Employee Injury Checklist

1. Is Form titled "Employee Report of Injury" filled out? _____

2. If injury occurred, a drug screen must be done within four hours of any injury. This will also include any injury that does not require medical treatment. The employee's supervisor must notify RN on duty to have this drug screen completed.

3. Does injury require Medical Treatment? _____If yes #4 or #5 will apply.

4. During regular business hours notify the Human Resource Office (860-0536). HR will make an appointment for employee to be seen at the approved clinic.

5. If the injury occurred after hours and the injury requires medical treatment, the employee should report to the ER at Saline Memorial Hospital for evaluation. A drug screen will need to be completed before leaving for medical treatment or must be obtained at the ER.

6. Was the Human Resource Office Notified? _____

7. Was immediate supervisor notified? _____

8. On next regular business day the injured employee must call/report to the Human Resource Office to fill out additional Workers Comp papers. If this does not occur, the employee could be responsible for his or her own medical bills.

Arkansas Health Center
EMPLOYEE'S REPORT OF INJURY
WITNESS STATEMENT FORM

Date:_____ Time:_____AM/PM

Witness Full Name:_____

Job Title:_____ Shift:_____

Home Address:_____

Home Phone #_____ Work # _____

State in your own words what you witnessed (be very descriptive) and sign below.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(Continue on Back as Necessary)

The information provided above is true to the best of my knowledge:

Signature of Witness:_____ Date:_____

Attach to the Employee Injury Report Form

SECTION 8

CHANGE OF CONDITION REPORTING

ARKANSAS HEALTH CENTER

Policy Type	Subject of Policy	Policy No.
Nursing	Change of Condition Reporting	NS 908

PURPOSE: The purpose of this policy is to establish guidelines for recognizing, assessing, reporting and documenting changes in a resident's condition

SCOPE: Nursing

POLICY: It is the policy of Arkansas Health Center that all licensed nurses are trained in recognizing and assessing changes in conditions. It is also the policy of Arkansas Health Center that the physician and the resident's responsible party be notified of changes in the resident's condition in a timely manner.

PROCEDURE:

1. **Definition of a Change in Condition <u>includes but is not limited</u> to the following:**
   - Any problem requiring special observation or nursing interventions
   - Incidents and Accidents (Refer to Incident and Accident Reporting policy)
   - Changes in cognitive or mental status: lethargy, increased confusion, signs and symptoms of delirium, etc.
   - Changes in psychosocial status: decrease in activities; resisting care; combativeness; aggression; agitation; depression; threats of suicide; refuses medications and/or treatments; and any other unusual and/or changes in behavior
   - Changes in physical/medical status: change in vital signs; seizure activity; changes in skin condition (pressure sores, rashes, edema, turgor, excessive bruising, color, etc); signs and symptoms of respiratory distress; infections; dehydration; bleeding (pallor, weakness, coffee ground emesis, change in pulse, etc); fecal impaction (i.e., restlessness, lethargy, abdominal pain and distention, loss of appetite, nausea, vomiting, change in bowel sounds or blood pressure); pain; nausea, vomiting, or diarrhea; critical labs, blood sugars, or radiology reports; adverse reactions to medications; etc.

2. **Assessing changes in condition <u>includes but is not limited</u> to the following:**
   - Any direct care nursing employee who recognizes or sees a resident in distress will immediately notify a licensed nurse
   - The licensed nurse will conduct a thorough assessment of the resident's condition utilizing the following guidelines:
   - Start the assessment with the ABCs of good care: Assess airway (is it open? is resident choking?); Assess Breathing (Is the resident breathing? How fast? Is breathing labored? Are accessory muscles being used? Are there pauses or periods of apnea?); Assess Circulation (Is there a pulse? How fast or slow? Is pulse regular? Are there skips? etc).
   - In the first few seconds it takes to assess the ABCs, a general feel of whether or not the resident is in significant distress can be established: If the resident is in distress, **<u>Call 911 IMMEDIATELY.</u>** If the resident is NOT in immediate/significant distress, continue with a head to toe assessment.

- A good assessment starts at the head and moves down the body. The amount of time spent on assessing each body system or region may vary. A thorough assessment provides the necessary information the physician will need in order to make a good medical decision and provide appropriate treatment options. The following information serves as guidelines for conducting a head to toe assessment and is not considered all-inclusive:
    - Is the resident conscious? How is the mental status different from usual? Does resident arouse or respond to stimulation? What type- verbal? sternal rub? etc.
    - Are the pupils dilated or pinpoint? Is there a change?
    - Is there cyanosis around the lips?
    - Chest: Listen to lung sounds. Are there any changes? Wheezes? Congestion?
    - Extremities: Cyanosis? Fever? Local or systemic? Deformities? Old or new? Edema? Range of motion? Is there symmetry in motion? Is this a change? Is there any swelling or pain? Pulses?
    - Abdomen: Distended? Soft or Hard? Bowel Sounds? Pain or tenderness?
    - Interpretation of vital signs: Are vital signs within resident's normal limits? Are changes indicative of fever, stroke, distress, pain, hypertension, infection, or impaction?
    - Interpretation of pulse oximetry: Is it within normal limits for the resident? Is the reading fluctuating after the initiation of oxygen? Is the resident cyanotic?

3. **Notifying physician and resident representative of changes in condition:**
    - After the head to toe assessment is completed, the nurse will utilize nursing judgment to determine the overall sense of acuity.
    - If this is an emergency, call 911 immediately and notify the physician, RN Supervisor and family.
    - If this is not an emergency, determine the acuity of the change.
    - Does the resident exhibit a significant change in condition? According to Federal Regulation F157, "a significant change in the resident's physical, mental, or psychosocial status (i.e., deterioration in health, mental, or psychosocial status in ***either*** *life-threatening conditions or clinical complications)*" and/or a "need to *alter treatment significantly*" as well as accidents resulting in injury that has the potential for requiring physician intervention and a decision to transfer or discharge the resident from the facility **require immediate notification** to the physician and resident representative. Life-threatening conditions is defined as "such things as a heart attack or stroke". Clinical complications are defined as such things as "development of a stage II pressure sore, onset or recurrent periods of delirium, recurrent urinary tract infection, or onset of depression. A mean to alter treatment significantly is defined as "a need to stop a form of treatment because adverse consequences (e.g. an adverse reaction), or commence a new form of treatment to deal with a problem (e.g., the use of any medical procedure or therapy that has not been used on that resident before)".
    - Based on the acuity of the change in condition, the nurse will notify the physician in a timely manner. Changes in condition meeting the above definitions will require immediate physician notification.

- If the change in condition requires immediate physician notification and the on-call physician can not be reached or does not respond in a timely manner, the licensed nurse will contact and consult with the medical director.
- The licensed nurse will provide the physician with all necessary information about the resident and the change in the resident's condition.
- The licensed nurse will treat the resident as ordered by the physician and evaluate the effectiveness of the interventions.
- The licensed nurse will continue to monitor and notify the physician of any further changes in condition or lack of response to the ordered interventions as deemed necessary.
- Place the resident on the 24 hour nursing report to communicate change in condition to the oncoming shift

4. **Documenting changes in condition should include but is not limited to the following:**
   - Accurately and completely record all change of condition events in the nurse's notes in a time-line method.
   - Describe the change in condition and a description of the assessment findings.
   - Record any first aid provided
   - Record the name of person/s contacted, date and time.
   - Record any new orders received or interventions initiated
   - Document the evaluation of the effectiveness of treatment/interventions ordered
   - Documentation should reflect ongoing assessment and monitoring until the change of condition is resolved or the resident is stable. Frequency of documentation will be determined by the acuity of the change in condition and the stability of the resident.
   - Document any other information deemed appropriate as related to the change of condition
   - Place the resident on the Hot Rack Charting System for ongoing assessment and documentation

5. **Staff Education**
   - All newly employed licensed nurses will be trained on the change of condition policies and procedures during orientation.
   - The facility will conduct in-service training on change of condition policy on an annual basis.

6. **Quality Assurance**
   - The RN Supervisor/designee will review the 24 hour nursing report, hot rack charting system and incident and accident reports to identify residents with a change in condition
   - The RN Supervisor/designee will review the nurses' notes for residents identified with a change in condition to evaluate adequacy of documentation of the resident's change in condition, assessments, interventions, and notifications.

ARKANSAS HEALTH CENTER

NURSING POLICY # 102

DAILY NURSING SERVICE REPORT

POLICY: The facility will establish guidelines for communication of resident changes in condition by means of a daily nursing services report. This report will be completed by the licensed nurse every shift and forwarded to the Nursing Office before the beginning of the next shift.

GUIDELINES:

1. The 24-Hour Nursing Report is initiated by the licensed nurse on the 11-7 shift. The nurse is to carry forward those residents with a change of condition for at least 72 hours or until the resident's condition stabilizes.
2. The 24-hour report will be retained for 72 hours and then destroyed.
3. The following items are to be included on the report:
    a. New/Readmissions
    b. Discharges/Room Change/Transfers
    c. Accident/Incident
    d. Residents receiving IV Fluids
    e. Any resident with change of condition (included but not limited to):
        - Any problem requiring special observation or nursing interventions.
        - Persistent complaints.
        - Any suspected, witnessed or reported falls.
        - Fever.
        - Seizure Activity.
        - Change in vital signs.
        - Nausea/Vomiting
        - S&S of Infection
        - Melena (tarry stools)
        - Diarrhea
        - Hemorrhaging
        - Rash
        - New or worsening skin conditions or wounds
        - Respiratory distress
        - Change in mental status
        - Combative behavior, agitation, resisting care, verbal aggression.
        - Threat of suicide
        - Persistent wandering and elopement attempts.
        - Refusal of medications
        - Refusal to eat or drink

- Antibiotic Therapy
- UTI
- URI
- S&S of dehydration
- Any condition that requires hot rack charting.

f. Residents scheduled for surgery /out patient procedure/ or out of building for any reason, out on pass, etc. Include departure time, destination, person who signed them out, mode of transportation and time of return.
g. Medication Variance/Adverse Reactions
h. Any unusual occurrence to include fire alarms, loss of power, loss of water, heat or air conditioning, etc.
i. Any new physician order received.
j. PRN medications administered.
k. Critical labs
l. Lab work ordered.
m. Abnormal blood sugars.

4. All shifts will do documentation on those residents listed on the 24-hour report in the nurse's notes.
5. The 24 Hour Nursing Report will be faxed to the nursing office at the end of each shift for shift report.
6. The completed 24 hour report will be faxed to the Director of Nursing by the 11-7 RN Supervisor by the end of their shift.

What Every Doctor Wants To Hear

Contacting a busy physician at 2 p.m. or a sleepy doctor at 2 a.m. can be a daunting task. It does not need to be confusing for anyone involved if a systematic approach is taken. If a little thought and preparation is used, all parties involved can feel comfortable that "good medicine" is being provided.

First, have the chart in hand. Most doctors who are not familiar with the patient will need some background. In our patient population, change in status is probably more important than an abnormality found on examination. "Know the patient" is a good policy to follow. Take 15-30 seconds to review the most recent diagnosis and progress notes before you call.

Use the terminology and have a game plan in mind when you call. Identify yourself and the patient concerned. Do not be afraid to express an opinion regarding the patients status but be prepared to justify your position with medical facts. Have the patient's vital signs ready to give and be aware if they are changing. Do not make the physician guess why you have called.

The following is a model:

Nurse:	Hello Dr. Einstein, this is Clara Barton RN calling from Oak Court regarding Mr. Albert Gore. Mr. Gore is running a fever of 102^{6} and he appears to be increasingly confused. I am concerned he has a urinary tract infection.
MD:	Why is that?
Nurse:	He seems to be restless and is somewhat tender over his abdomen. His pulse rate is 100 and his respiratory rate is 16. He does not appear to be congested and his breathing is regular. His blood pressure is 115/85.
MD:	Does he have a history of urinary tract problems?
Nurse:	He has a history of prostatic hypertrophy and is on Flomax. His last antibiotics for this was 10 months ago.
MD:	Is he allergic to anything?
Nurse:	Sulfa.
MD:	Is he in pain?
Nurse:	He seems restless and uncomfortable, but his dementia makes it hard to assess pain.

By having completed a body audit and chart review before the call, further information can easily be delivered as needed.

Summary:	Chart in hand, think medically. Identify who, where, which patient, state your reason for calling, and concerns. List important findings that support your observations.

5) Chest – you have already assessed breathing, now take time to listen to the lungs. Almost all of our bedfast patents have some decreased breath sounds in the bases of their lungs. Are there wheezes? How much air is being moved in and out? A wheezing patient moving air without distress may be less serious than a quiet chest barely moving air. Know your patients. Carry a stethoscope with you sometimes, and as you visit with a patient take 10 seconds to listen when they are doing well to determine a baseline. (Since we are on camera I will get in a blow for the infection control nurse and remind you all to clean your scopes and wash your hands!)

6) Extremities - Swelling?
Cyanosis?
Fever? - Local or systemic?
Deformities? New or old?
Pulses – Radial\ Symmetrical
Post Tib /

7) Abdomen - Distended?
Soft or hard?
Bowel sounds are meaningful only if they are hyperactive or absolutely absent.

Interpreting vital signs and findings again requires critical thinking and knowledge of the patient. A pulse rate of 115 in a patient with a fever of 102 and a history of pulse rates in the 90s is not as significant as a pulse rate of 120 in a patient with no temperature and a regular pulse rate of 60. In one case the change is easy to explain on the basis of the fever. The 60+ increase in rate that is unexplained is probably significant. Tachycardia with a change in blood pressure also requires evaluation.

After the body audit, try to thank what your observations tell you. Get an overall sense of acuity. Is this an emergency?

If the answer is yes, you have enough information to notify the MD or in the case of an arrest, 911. You also have enough information to start first aid, stop bleeding, pad deformities, oxygen at 2 liters for respiratory distress.

If your exam reveals stability of physical status based on your exam, and the patient's history, intervention may not be needed.

By knowing the patient's history, findings that may seem abnormal may be identified as chronic or stable problems. Once you have arrived at this point your judgment will allow you to document your findings or call the physician with confidence.

A wise cardiologist once told me it is the rare patient that codes in the hospital at 2 a.m. Most patient have been working toward that point for some time. Our job is to prevent the 12-hour code and intervene before then.

Now let us move on to the evaluation.
Number 1 is still the ABC of Good Care

A – Airway – Is it open?
Is the patient choking?

B – Breathing - Is the patient breathing?
How fast?
Is the breathing labored?
Are there pauses?

In this context, examine the patient over all. As you note breathing evaluate the skin for cyanosis or fever. A head-to-toe audit is coming up soon, but in the first few seconds a general feel for distress can be established.

C – Circulation - Is there a pulse?
How fast or slow?
Regular or skips?

Once you have done these three things you can proceed with a more thorough exam.

Now is probably a good time to address one of the thoughts going through your mind right now.

"Do you mean I am supposed to be this with everyone who has a skin tear or who misses the edge of their wheelchair?"

And the answer is yes. Practice thinking critically and you will never be disappointment in how you handle these situations. Be comfortable with your ability to look at and examine patients and your quality of care will go up!

A good body audit starts at the head and moves down. The amount of time you spend on each body system or region may vary, but a good head-to-toe evaluation first may prevent some embarrassment later.

Body Assessment:

1) Is the patient conscious? How is the mental status different from usual? Does the patient arouse or respond to stimulation? If so, what does it take? Yelling? Sternal rub?
2) Are the pupils dilated or pinpoint? Is this a change?
3) You have already evaluated the airway, but take a few seconds to look at the lips and neck. Is there cyanosis or swelling?
4) Upper extremities – are they moving? Is there symmetry in motion, swelling?

This inservice is designed to enhance and improve the ability of all our nurses to identify and document changes in the status of our patient's and to arrive at a concise thoughtful plan of action to relay these changes to physicians and other health care workers. Although the inservice is designed for licensed personnel, it is our goal to have the basic premises provided here to be available through daily practice on our units to all employees.

Working in a nursing facility is hard work. The demands of the patients and those monitoring our care are great. Expectations are high from families. The rewards come from the knowledge that we have assisted those less fortunate than ourselves to lead a better life.

In a nursing home the task of assessing patients is made more difficult by the fact that, by definition, our patients are not totally well, or totally ill at their baseline status. Dementia and schizophrenia can also hinder efforts to assess a patient who appears to be unstable or somehow different. Familiarity on a day-to-day basis can be a blessing and a curse. Knowing those patients with certain tendencies or persistent complaints can be reassuring, but it can also foster a false sense of security. It is critical to approach each patient in a critical routine manner to arrive at a correct assessment.

Try to learn to think medically. Try to understand disease processes as a way to explain why a patient appears the way they do. Ask questions to your supervision and involve them in your evaluation.

Know your patients problems. Be familiar with their chart. Glance at the doctor's orders regularly to see if there have been changes made recently in the level of care provided. This is especially true for shift nurses that do not routinely interact with the physicians. Make lists of questions and concerns that can be addressed by the doctors. Remember that we all only get a slice of this patient's life and the whole picture must come together through our communications. This will be covered in more detail when we discuss documentation.

Be organized. Develop a routine. Once you have established a need for evaluation exits, follow through with a consistent plan of action.

Be calm. If a patient is in distress, somebody needs to be in control. Establishing a routine will help. Play out scenarios in your mind when things are quiet so you will be ready if necessary.

DOCUMENTATION

Nurses notes serve several separate functions. It is important to understand the distinct purposes notes are kept in the patient chart so the nurse can maximize the contribution that the notes play in patient care. Unfortunately in today's highly regulated and litigious world the notes can be seen as just more paperwork or a means to protect oneself legally. This attitude develops catch phrases and regimentation at the expense of critical thinking. Every note written can serve as a re-examination of the patient and their ongoing condition if we will allow ourselves to be organized but not automatic in our thought processes.

Basically the notes should serve to provide a bridge between care givers, and a mental examination of a patient's ongoing status. If these priorities are met the legal dispute of the notes (documentation) will take care of itself. Think of your notes as a means to educate your co-workers and yourself about the patient's condition.

Depending on the patient's overall status, the form of the note may vary.

Establishing a baseline state may only require notation of vital signs. A patient with ongoing acute problems may require a note of assessment and a subsequent plan developed to assure good continuity of care. The assessment in this instance should be less concerned with cause and more dedicated to change or stability of the patient.

Notes should focus on a patient's underlying conditions. For example, a patient with respiratory difficulties may require a note that addresses the respiratory rate and breathing effort. Phrases such as "a quite 8 hours" or "no changes noted" are not as meaningful as the phrase "no labored breathing noted" or "respiratory rate stable with no cough".

It is important not to editorialize on care leading up to an evaluation on a particular shift. For example, the note "patient obviously in pain at shift change" sets the stage for problems. Similarly too much detail in a note leaves a nurse open for direct questioning that may easily be contradicted by another witness. Be objective in describing interactions with patients without including direct quotes.

Use the same techniques for writing notes that we employ in assessing our patients for a change of status.

Be consistent and organized. Use words and terms that describe a specific finding that you believe will be helpful for the next shift to know.

In a more open ended call, your judgment about the patient's overall status is critical. You are there with the patient and must serve as the doctor's eyes and ears. If the doctor does not seem to be awake or aware of the seriousness of the situation restate your concern. If you feel the level of intervention is not appropriate for the case, do not panic or write in the chart "MD unconcerned". Initiate the doctor's orders and continue to monitor the patient for change. At the first sign of deterioration call bak for an "update".

Please Read

CHANGE OF CONDITION REPORTING Update 2/10/06

1. Communication with the physician, family or legal representative regarding changes in a resident's condition is maintained to ensure appropriate medical follow-up.

2. Physicians and family or legal representative are notified of changes in resident condition.

   - Attending physicians are kept current on resident conditions through daily rounds.
   - If a change in condition of resident occurs, the licensed nurse on the unit will notify the physician immediately. After calling the physician, notify the RN on duty, the family, and DON/Designee. The licensed nurse will then document an assessment of the resident's condition as soon as possible after the event and any monitoring of the resident thereafter. Document frequently on any resident who has had a change in condition until the resident is stable or transferred to an acute care facility. Call the physician each time there is a change in condition for further orders and/or directions.
   - When a resident appears to be in serious distress, you are to send the resident to the emergency room. Exceptions will be made based upon the resident's advance directives. However, in all cases where the physical distress is caused by an act of negligence or intentional misconduct on the part of another person, you are to send the resident to the emergency room regardless of the advance directives of the resident. A copy of the resident's advance directives will accompany the resident to the emergency room for the treating physician

If the Licensed Nurse cannot reach the physician on call, the medical director will be notified.

The family, legal representative/party, or significant other must be notified of a change in condition immediately.

The Licensed Nurse will assess each shift, and/or each notification, any resident who is sick, has had a change of condition, recent injury, return from the hospital (do for 72 hours), vital sign change, new admission, etc. If a medication variance occurs, follow Policy 401, 419.

RN's will make rounds on any resident with noted changes of condition each shift.

3. DOCUMENTATION.

   A. Document in the nurses notes the resident's change in condition.
   B. Document in the nurses notes that the RN, physician, and family or legal representative were notified. Date and sign all entries.
   C. Unit RN is to update the Care Plan to reflect the resident's condition and appropriate approaches/interventions documented.
   D. The licensed nurse will document the assessment of the resident in the nurses' notes.

F157

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F157	§483.10(b)(11) Notification of changes. (i) A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is— (A) An accident involving the resident which results in injury and has the potential for requiring physician intervention; (B) A significant change in the resident's physical, mental, or psychosocial status (i.e., a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications); (C) A need to alter treatment significantly (i.e., a need to discontinue an existing form of treatment due to adverse consequences, or to commence a new form of treatment); or (D) A decision to transfer or discharge the resident from the facility as specified in §483.12(a).	**Interpretive Guidelines §483.10(b)(11)** For purposes of §483.10(b)(11)(i)(B), life threatening conditions are such things as a heart attack or stroke. Clinical complications are such things as development of a stage II pressure sore, onset or recurrent periods of delirium, recurrent urinary tract infection, or onset of depression. A need to alter treatment "significantly" means a need to stop a form of treatment because of adverse consequences (e.g., an adverse drug reaction), or commence a new form of treatment to deal with a problem (e.g., the use of any medical procedure, or therapy that has not been used on that resident before). In the case of a competent individual, the facility must still contact the resident's physician and notify interested family members, if known. That is, a family that wishes to be informed would designate a member to receive calls. Even when a resident is mentally competent, such a designated family member should be notified of significant changes in the resident's health status because the resident may not be able to notify them personally, especially in the case of sudden illness or accident. The requirements at §483.10(b)(1) require the facility to inform the resident of his/her rights upon admission and during the resident's stay. This includes the resident's right to privacy (§483.10(e), F164). If, after being informed of the right to privacy, a resident specifies that he/she wishes to exercise this right and not notify family members in the event of a significant change as specified at this requirement, the facility should respect this request, which would obviate the need to notify the resident's interested family member or legal representative, if known. If a resident specifies that he/she does not wish to exercise the right to privacy, then the facility is required to comply with the notice of change requirements. In the case of a resident who is incapable of making decisions, the representative would make any decisions that have to be made, but the resident should still be told what is happening to him or her. In the case of the death of a resident, the resident's physician is to be notified immediately in accordance with State law.

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F157 cont.	(ii) The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is— (A) A change in room or roommate assignment as specified in §483.15(e)(2); or (B) A change in resident rights under Federal or State law or regulations as specified in paragraph (b)(1) of this section. (iii) The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.	The failure to provide notice of room changes could result in an avoidable decline in physical, mental, or psychosocial well-being.
	(Issued August 4, 2003.)	No guidance issued.
	§483.10(b)(12) Admission to a composite distinct part. A facility that is a composite distinct part (as defined in §483.5(c) of this subpart) must disclose in its admission agreement its physical configuration, including the various locations that comprise the composite distinct part, and must specify the policies that apply to room changes between its different locations under §483.12(a)(8).	

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
	§483.10(c) Protection of Resident Funds	
F158	**§483.10(c)(1) Protection of Resident Funds** The resident has the right to manage his or her financial affairs, and the facility may not require residents to deposit their personal funds with the facility.	
F159	**§483.10(c)(2) Management of Personal Funds** Upon written authorization of a resident, the facility must hold, safeguard, manage, and account for the personal funds of the resident deposited with the facility, as specified in paragraphs (c)(3)-(8) of this section. **§483.10(c)(3) Deposit of Funds** (i) Funds in excess of $50. The facility must deposit any residents' personal funds in excess of $50 in an interest bearing account (or accounts) that is separate from any	**Interpretive Guidelines §483.10(c)(1) through (3)** This requirement is intended to assure that residents who have authorized the facility in writing to manage any personal funds have ready and reasonable access to those funds. If residents choose to have the facility manage their funds, the facility may not refuse to handle these funds, but is not responsible for knowing about assets not on deposit with it. Placement of residents' personal funds of less than $50.00 ($100.00 for Medicare residents) in an interest bearing account is permitted. Thus, a facility may place the total amount of a resident's funds, including funds of $50.00 ($100.00 for Medicare residents) or less, into an interest-bearing account. The law and regulations are intended to assure that residents have access to $50.00 ($100.00 for Medicare residents) in cash within a reasonable period of time, when requested. Requests for less than $50.00 ($100.00 for Medicare residents) should be honored within the same day. Requests for $50.00 ($100.00 for Medicare residents) or more should be honored within three banking days. Although the facility need not maintain $50.00 ($100.00 for Medicare residents) per resident on its premises, it is expected to maintain amounts of petty cash on hand that may be required by residents.

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F159 cont.	of the facility's operating accounts, and that credits all interest earned on resident's funds to that account. (In pooled accounts, there must be a separate accounting for each resident's share.) (ii) Funds less than $50. The facility must maintain a resident's personal funds that do not exceed $50 in a non-interest bearing account, interest-bearing account, or petty cash fund. NOTE: The Social Security Amendments of 1994 amended §1819(c)(6)(B)(i) to raise the limit from $50.00 to $100.00 for the minimum amount of resident funds that facilities must entrust to an interest bearing account. This increase applies only to Medicare SNF residents. While a facility may continue to follow a minimum of $50.00, the regulations do not require it.	If pooled accounts are used, interest must be prorated per individual on the basis of actual earnings or end-of quarter balance. Residents should have access to petty cash on an ongoing basis and be able to arrange for access to larger funds. "**Hold, safeguard, manage and account for**" means that the facility must act as fiduciary of the resident's funds and report at least quarterly on the status of these funds in a clear and understandable manner. Managing the resident's financial affairs includes money that an individual gives to the facility for the sake of providing a resident with a noncovered service (such as a permanent wave). It is expected that in these instances, the facility will provide a receipt to the gift giver and retain a copy. "**Interest bearing**" means a rate of return equal to or above the passbook savings rate at local banking institutions in the area. Although the requirements are silent about oral requests by residents to have a facility hold personal funds, under the provisions regarding personal property (§483.10(l)), and misappropriation of property (§483.13(c)), residents may make oral requests that the facility temporarily place their funds in a safe place, without authorizing the facility to manage those funds. The facility has the responsibility to implement written procedures to prevent the misappropriation of these funds. If you determine potential problems with funds through interviews, follow-up using the following procedures as appropriate: If the facility does not have written authorization to handle resident's funds, but is holding funds for more than a few days, determine if the facility is managing these funds without written authorization. There must be written authorization for the facility to be in compliance with this requirement.

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F159 cont.		To assure that facilities are not using oral requests by residents as a way to avoid obtaining written authorization to hold, manage, safeguard and account for resident's funds, make sure that: • There is a written declaration by the resident that the funds are being held for no more than a few days by the facility at the resident's request; • These funds are not held for more than a few days; and • The facility provides the resident a receipt for these funds and retains a copy for its records. Review the administrative or business file and the bookkeeping accounts of residents selected for a comprehensive review who have authorized the facility to handle their personal funds. • Are residents' funds over $50.00 ($100.00 for Medicare residents) or, at the facility's option, all resident funds, in an interest bearing account(s)? • What procedure was followed when residents requested their funds? • How long does it take for residents to receive: (a) petty cash allotments; (b) funds needing to be withdrawn from bank accounts? • Were limits placed on amounts that could be withdrawn? If yes, was the reason based on resident care needs or facility convenience? • Are funds records treated with privacy as required at F164? NOTE: Banks may charge the resident a fee for handling their funds. Facilities may not charge residents for managing residents' funds because the services are covered by Medicare or Medicaid. If problems are identified, review also §483.10(b)(7), Tag F156. Monies due residents should be credited to their respective bank accounts within a few business days.

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F159 cont.	**§483.10(c)(4) Accounting and Records** The facility must establish and maintain a system that assures a full and complete and separate accounting, according to generally accepted accounting principles, of each resident's personal funds entrusted to the facility on the resident's behalf. (i) The system must preclude any commingling of resident funds with facility funds or with the funds of any person other than another resident. (ii) The individual financial record must be available through quarterly statements and on request to the resident or his or her legal representative.	**Interpretive Guidelines §483.10(c)(4)** This requirement constitutes the overall response of the facility to the resident's right to have the facility manage the resident's funds. "Generally accepted accounting principles" means that the facility employs proper bookkeeping techniques, by which it can determine, upon request, the amount of individual resident funds and, in the case of an interest bearing account, how much interest these funds have earned for each resident, as last reported by the banking institution to the facility. Proper bookkeeping techniques would include an individual ledger card, ledger sheet or equivalent established for each resident on which only those transactions involving his or her personal funds are recorded and maintained. The record should have information on when transactions occurred, what they were, as well as maintain the ongoing balance for every resident. Anytime there is a transaction the resident should be given a receipt and the facility retains a copy. Monies due residents should be credited to their respective bank accounts within a few business days. "Quarterly statements" are to be provided in writing to the resident or the resident's representative within 30 days after the end of the quarter.

F-TAG #	REGULATION	GUIDANCE TO SURVEYORS
F159 cont.	**§483.10(c)(5) Notice of Certain Balances** The facility must notify each resident that receives Medicaid benefits— (i) When the amount in the resident's account reaches $200 less than the SSI resource limit for one person, specified in section 1611(a)(3)(B) of the Act; and (ii) That, if the amount in the account, in addition to the value of the resident's other nonexempt resources, reaches the SSI resource limit for one person, the resident may lose eligibility for Medicaid or SSI.	**Interpretive Guidelines §483.10(c)(5)** The Social Security District Office can provide you with information concerning current SSI resource limits. **Procedures §483.10(c)(5)** If problems are identified for sampled residents who are Medicaid recipients, review financial records to determine if their accounts are within $200.00 of the SSI limit. If there are sampled residents in this situation, ask them or their representatives if they have received notice.
F160	**483.10(c)(6) Conveyance upon death** Upon the death of a resident with a personal fund deposited with the facility, the facility must convey within 30 days the resident's funds, and a final accounting of those funds, to the individual or probate jurisdiction administering the resident's estate.	**Procedures §483.10(c)(6)** As part of closed records review, determine if within 30 days of death, the facility conveyed the deceased resident's personal funds and a final accounting to the individual or probate jurisdiction administering the individual's estate as provided by State law.

SECTION 9

ACCOUNTING FOR RESIDENTS

ARKANSAS HEALTH CENTER

Policy Type	Subject of Policy	Policy No.
Administration	Accounting for Residents	AP 500

1. PURPOSE: The purpose of this policy is to establish procedures to insure the safety and accountability of all residents

2. SCOPE: Nursing, Activities, Social, Rehabilitation Therapy, Administrative Assistants, Maintenance, Public Safety Officers, Administrative Staff, Physicians, Psychology and Supervisory Staff of All Departments.

3. POLICY: It is the policy of Arkansas Health Center to maintain accountability for all residents.

4. PROCEDURE:

1. Nursing personnel will conduct rounds and document on the Resident Check list every 2 hours from 7 a.m. to 7 p.m. and every hour from 7 p.m. to 7 a.m. to account for all residents on the assigned unit. The on-coming nurse will be informed of any resident on leave of absence or off the unit.
2. A Therapeutic Leave of Absence Form will be kept at the nurse's station. Residents leaving the unit for activities, appointments, therapy, or therapeutic leave will be signed out on the Therapeutic Leave of Absence Form and will be signed back in upon return to the unit. The person taking the resident off the unit will sign the resident out and the person returning the resident to the unit will sign the resident in. This includes but is not limited to the following:
    a. Pathfinders
    b. Therapy
    c. Activities
    d. Arts and Crafts
    e. Dentist
    f. X-ray
    g. Clinic Appointments
    h. Out on pass with family (dinner, shopping, home, etc)
3. Residents requiring a security alarm bracelet to alert staff of attempts to leave the unit without supervision:
    a. The nurse will obtain an order from the physician for the security alarm bracelet
    b. The family or representative will be notified of the need for the bracelet
    c. Prior to placing the security alarm on the resident, the nurse will test the alarm by activating the alarm on exit doors of the unit to insure proper functioning.
    d. Each resident who has a security alarm will have that number logged in the nursing service office in the security alarm bracelet book
    e. Security alarm bracelet placement checks will be conducted every shift and recorded on the Special Device Flow-sheet.
    f. Nursing will check each resident's alarm bracelet weekly to insure the alarm activates exit doors on the assigned unit. Alarm checks will be recorded on the special device flow sheet. In the event the alarm does not activate, a new bracelet will be tested and then placed on the resident.

g. In the event the door alarm is activated, staff will immediately respond to determine what activated the alarm. Authorized staff will de-activate the alarm and notify the RN or LPN on duty. If the cause for the alarm is not readily determined and corrected, assigned staff will immediately account for all unit residents with security alarm bracelets.

h. Nursing, Agency, Social Services, Rec. Activity, Hab/Rehabilitation Therapy, Public Safety Officers, Administrative Assistants, Maintenance personnel, Psychology, Physicians, Administrative Staff and Supervisory Staff of all Departments are authorized to turn off or re-set door alarms. All other disciplines **MAY NOT** turn off or re-set an alarm.

i. Any malfunction with the door alarm will be reported to the maintenance department. In the event the door alarm does not activate (due to activation of a fire alarm or malfunctioning) an employee will be assigned to monitor each exit door to prevent residents from exiting the unit unsupervised.

j. A maintenance representative will go unit to unit every Friday and check door alarms to ensure proper functioning. It will be announced prior to the alarm testing. This person will be allowed to reset the alarm upon testing.

_____ _____

AHC Facility Director Date

Resident Check List

Court _____

	Date each day →	MONDAY							TUESDAY							WEDNESDAY							THURSDAY							FRIDAY							SATURDAY							SUNDAY						
	NAME	7	9	11	13	15	17	19	7	9	11	13	15	17	19	7	9	11	13	15	17	19	7	9	11	13	15	17	19	7	9	11	13	15	17	19	7	9	11	13	15	17	19	7	9	11	13	15	17	19
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SECTION 10

ADVANCED DIRECTIVES

Policy Type	Subject of Policy	Policy No.
Administrative	Advance Directive	AP 404

1. PURPOSE. The purpose of this policy is to establish guidelines for the use of the Arkansas Health Center (AHC) in accordance with state and federal laws and regulations and to comply with the requirements of established guidelines.

2. SCOPE. This policy is applicable to all residents of Arkansas Health Center.

3. POLICY. The Arkansas Health Center will inform all residents verbally and in writing of their right to make their own health care decisions, including the right to accept or refuse medical treatment.

4. The AHC will give all residents the opportunity upon admission to execute an advance directive, but will in no way require an individual to execute an advance directive.

   This facility will not discriminate against an individual based on whether or not they have executed an advance directive. The resident has the right to reaffirm, change, or revoke an advance directive at any time and in any manner. If the Administration of this facility or the attending physician objects to a resident's advance directive on moral grounds, all reasonable steps will be made to transfer the resident to another care provider.

   As part of New Employee Orientation, all nursing personnel will receive training on this policy and the meaning of the code system.

   All agency/temporary personnel will read and sign that they understand the meaning of this policy prior to being assigned to resident care.

5. PROCEDURES.

   A. All new admissions and existing residents will be informed of their right to make health care decisions, including the right to accept or refuse medical or surgical treatment and the right to execute an advance directive. The unit social worker will initiate this action and keep on hand materials to assist the resident or the resident's health care proxy in making health care declaration decisions. This material will include, but not be limited to, health care declaration forms, copies of Act 713 of 1987, "Arkansas Rights of the Terminally Ill Act or Permanently Unconscious Act" and other appropriate materials and brochures.

   B. The social worker will document in the resident's record whether or not an advance directive has been executed and the terms of the advance directive. A competent resident has the right to change an advance directive at any time and in any manner. The Social Worker will review the Advance Directive on an annual basis, and/or when there is a significant change of condition.

   C. The unit physician will be made aware of all residents who have executed advance directives and the terms of the directive.

D. Residents' medical record is to be marked with a colored dot: RED is to indicate a Do Not Resuscitate (DNR) status; and a BLUE dot indicates FULL-CODE status. Additionally, the correct dot is to be placed on the resident's picture that is on the wall, on the MARS and TARS, and on the pictures outside the door. Should a resident be moved to another room his/her picture, name, and the correct dot are also moved.

E. When the attending physician, in consultation with another physician, has determined the resident to be in a terminal condition, or in a permanently unconscious state, and is no longer able to make decisions regarding administration of life-sustaining treatment, the attending physician will direct the resident's treatment in accordance with the advance health care declaration.

F. Admitting hospitals will be advised as to whether or not an AHC resident has executed an advance directive, and if so, a copy of the advance directive will accompany the resident to the hospital.

G. As established by Arkansas law, In the case of minors and adults for whom there has not been a previously executed valid Advance Directive and who are no longer able to make health care decisions, another person acting on their behalf may execute a declaration.

_____ _____

Facility Director
Arkansas Health Center

Date

Attached find the following documents:

1. MY HEALTH CARE WISHES (Rev April 08, 2004)

   This document allows a competent resident to:

   A. Record end-of-life wishes, to take effect when he or she is terminally ill and unable to communicate, or is permanently unconscious.

   B. Direct providers to withhold or perform CPR in all circumstances (not just when terminally ill or permanently unconscious).

   C. Appoint a health care proxy, and

   D. Make choices about nutrition and hydration.

2. HEALTH CARE DIRECTIVES ON BEHALF OF ANOTHER PERSON, PER ACA § 20-17-214 (Rev April 08, 2004)

   This document allows a 3rd party relative to write an advance directive for a resident who has not previously made an advance directive and is no longer able to make health care decisions.

3. Authority to make end of life decisions – summary (Rev. April 08, 2004)

   A two-page discussion of the legal authorities regarding power to make end of life medical decisions

4. Chart Audit for end of life authorities (Rev. April 08, 2004)

   A "go-by" for social workers in reviewing resident charts for advance directive documents and authority.

DRS:ds

HEALTH CARE DIRECTIVES ON BEHALF OF ANOTHER PERSON, PER ACA § 20-17-214

This Declaration is made on behalf of the Person named immediately below ("Person"). The Person is a minor or an adult for whom: a) a valid declaration does not exist; b) a health care proxy has not been designated; and c) who, in the opinion of the attending physician, is no longer able to make health care decisions.

_____ _____ _____

Person's name (Print) Address (Street, City, State, Zip) Age

I, _____ the Declarant, have checked below the category into which I fall. I am the first of the following individuals or category of individuals who exist and who was available for consultation. My authority to execute this Declaration is based on § 20-17-214 of the Arkansas Code Annotated. I am: [CHECK ONE BOX BELOW]

- ☐ A legal guardian of the Person
- ☐ A parent of the Person. The Person is unmarried and under the age of eighteen (18)
- ☐ The Person's spouse
- ☐ The Person's adult child, and spokesman or spokeswoman for a majority of the Person's adult children if there is more than one (1) adult child participating
- ☐ A parent of the Person. The Person is over the age of eighteen (18)
- ☐ The Person's adult sibling, and spokesman or spokeswoman for the majority of the Person's adult siblings if there is more than one (1) adult sibling participating
- ☐ One who stands in loco parentis to the Person
- ☐ The spokesman or spokeswoman for a majority of the Person's adult heirs at law who are participating

ADVANCE DIRECTIVE FOR ANOTHER PERSON

1. If the Person should have an incurable for irreversible condition that will cause death within a relatively short time, or if the Person becomes permanently unconscious, I direct the Person's attending physician, pursuant to the Arkansas Rights of the Terminally Ill or Permanently Unconscious Act, to withhold or withdraw treatment, including life-sustaining medical treatment that only prolongs the process of dying or extends the period of unconscious existence, and is not necessary for the Person's comfort or to alleviate pain. In these circumstances, I specifically request the Person's health care providers to honor the directives I have checked below on the Person's behalf.

   If any procedures marked "DON'T DO" are inadvertently or mistakenly begun, they are to be terminated and thereafter withheld, and no tort liability will attach to the health care providers, regardless of outcome. [CHECK "DON'T DO" OR "DO" FOR EACH PROCEDURE]

Procedure	Directives: Check either DON'T DO or DO			
CPR (Cardiopulmonary resuscitation)	☐	DON'T DO	☐	DO
Artificial breathing machine (respirator or ventilator)	☐	DON'T DO	☐	DO
Transfer to a medical/surgical hospital	☐	DON'T DO	☐	DO
Blood transfusion	☐	DON'T DO	☐	DO
Antibiotics	☐	DON'T DO	☐	DO
Medications that are ***not*** for comfort or pain relief	☐	DON'T DO	☐	DO

Declarant's Initials: _____ Date: _____

Procedure	Directives: Check either DON'T DO or DO	
Kidney dialysis	☐ DON'T DO	☐ DO
Surgery	☐ DON'T DO	☐ DO
Other:	☐ DON'T DO	☐ DO

☐ YES ☐ NO Nutrition may be withheld after consultation with the Person's attending physician.

☐ YES ☐ NO Hydration may be withheld after consultation with the Person's attending physician.

OTHER DIRECTIONS

If the Person is found unconscious, without a pulse, respirations, or both, I direct that health care providers react in accordance with the directive checked off immediately below. These instructions apply at all times, regardless of whether the person has a terminal condition or has been declared to have a terminal condition. [CHECK ONLY ONE BOX BELOW]

☐ **DO NOT PERFORM CPR. TERMINATE CPR IF BEGUN BY MISTAKE.**

If health care providers begin CPR by mistake, I authorize and direct them to stop CPR once they realize the mistake. Healthcare providers who act in accordance with this direction will be held harmless, and no tort liability will attach, even if CPR was begun by mistake, regardless of outcome.

☐ **PERFORM CPR**

Healthcare providers who act in accordance with this direction will be held harmless, and no liability will attach, regardless of outcome.

I execute this document in accordance with the formalities required by ACA §§ 20-17-201, *et. seq.* (Arkansas Rights of the Terminally Ill or Permanently Unconscious Act). I understand the impact and potential consequences of this document, and my decisions are fully informed.

Declarant's signature

Signed this _____ day of _____ (Month), _____ (Year) by _____ (Declarant's Name (Print))

_____ Declarant's Signature

_____ Street Address

_____ City, State, Zip Code

( ) - _____ Phone Number

( ) - _____ Cell Phone / Pager

_____ E-mail address

Declarant's Initials: _____ Date: _____

Witnesses' signatures

The Declarant signed this writing voluntarily in my presence.

1.

First witnesses' name	Signature	Date
Street Address	City & State	Zip Code

2.

Second witnesses' name	Signature	Date
Street Address	City & State	Zip Code

ARKANSAS HEALTH CENTER
NURSING HOME

ADDENDUM TO PATIENT DECLARATION REGARDING LIFE-SUSTAINING TREATMENT ("LIVING WILL")

The Attending Physician has conferred with the consulting physician and both agree that _____ is terminally ill, and/or is either unconscious or unable to communicate.

The Patient's Declaration regarding life-sustaining treatment becomes operative with the signatures of both the attending physician and the consulting physician.

_____	_____	_____
Attending Physician (Print)	Signature	Date
_____	_____	_____
Consulting Physician (Print)	Signature	Date

MY HEALTH CARE WISHES

I, _____ the Declarant, am at least eighteen (18) years of age, of sound mind, and competent to make my own health care decisions. I hereby declare and specifically express my wishes concerning my medical care and treatment as clearly and convincingly as I am able. I hereby revoke any prior declarations or statements that are inconsistent with this Declaration.

I make this declaration in accordance with my constitutional right to direct my own health care, including the termination of life-saving or life-sustaining treatment, as recognized by the United States Supreme Court in Cruzan v. Director, MDH, 497 U.S. 261 (1990).

I. GENERAL INSTRUCTIONS REGARDING CPR

1. If I am found unconscious, without a pulse, respirations, or both, I direct that health care providers react in accordance with the directive checked off immediately below, regardless of whether I have a terminal condition or have been declared to have a terminal or fatal condition, and which stands alone and apart from directives made in Section 2 below. [CHECK ONE BOX BELOW]

☐ DO NOT PERFORM CPR ON ME. TERMINATE CPR ON ME IF BEGUN BY MISTAKE

If health care providers begin CPR by mistake, I authorize and direct them to stop CPR once they realize the mistake. Healthcare providers who act in accordance with this direction will be held harmless, and no tort liability will attach, even if they begin CPR by mistake, whatever the outcome.

☐ PERFORM CPR ON ME.

Healthcare providers who act in accordance with this direction will be held harmless, and no tort liability will attach, whatever the outcome.

II. ADVANCE DIRECTIVE / LIVING WILL DECLARATION (OPTIONAL)

2. If I should have a fatal condition (excluding normal aging) including injury, disease or illness that is incurable or irreversible that will cause death within a relatively short period of time, **and** I am no longer able to make decisions regarding my medical treatment, **OR** if I should become permanently unconscious, I direct my attending physician to withhold or withdraw treatment that is not necessary to my comfort or to alleviate pain and that only prolongs the process of dying or extends the period of unconscious existence. In these circumstances I specifically request my health care providers to honor my wishes as I have checked them below. If any procedures marked "Don't Do" are inadvertently or mistakenly begun, they are to be terminated and thereafter withheld, without tort liability to the health care providers.

FOR EACH PROCEDURE, CHECK EITHER "DON'T DO" OR "DO"

Procedure	Mark each procedure: Check either DON'T DO or DO			
CPR (Cardiopulmonary resuscitation)	☐	DON'T DO	☐	DO
Artificial breathing machine (respirator or ventilator)	☐	DON'T DO	☐	DO
Transfer to a medical/surgical hospital	☐	DON'T DO	☐	DO
Blood transfusion	☐	DON'T DO	☐	DO
Antibiotics	☐	DON'T DO	☐	DO
Medications that aren't for comfort or pain relief	☐	DON'T DO	☐	DO

Declarant's initials: _____ Date: _____

Procedure	Mark each procedure: Check either DON'T DO or DO			
Kidney dialysis	☐	DON'T DO	☐	DO
Surgery	☐	DON'T DO	☐	DO
Other:	☐	DON'T DO	☐	DO

OTHER DIRECTIONS

☐	YES		☐	NO	It is my specific directive that nutrition may be withheld after consultation with my attending physician.

☐	YES		☐	NO	It is my specific directive that hydration may be withheld after consultation with my attending physician.

III. DURABLE POWER OF ATTORNEY FOR HEALTH CARE – APPOINTMENT OF AN AGENT (OPTIONAL)

3. I hereby appoint the person named below as my agent to make any necessary health care decisions on my behalf if I am unable to make my own health care decisions for any reason. This appointment specifically authorizes the appointed person to make decisions to withhold or withdraw life-sustaining or life-saving treatment, CPR, hydration, and nutrition. If my stated wishes are ambiguous or unclear or don't cover a particular circumstance or condition, THEN AND IN THAT EVENT my agent may interpret my stated wishes for me and direct my health care providers to act accordingly. Health care providers who act in accordance with my agent's directions will be held harmless, and no tort liability will attach thereto.

4. I direct that should I become permanently unconscious, or should I have an incurable or irreversible illness that will cause my death within a relatively short period of time and I am unable to make decisions regarding my medical treatment, or should I be unable to make medical treatment decisions for myself for any reason whatsoever, then and in that event, and subject to the provisions set forth in the paragraph above, I appoint the person named below as my Health care Proxy to decide my medical treatment, including whether life-sustaining treatment should be withheld or withdrawn. Health care providers who act in accordance with my agent's directions will be held harmless, and no tort liability will attach thereto. This special and limited power of attorney shall specifically survive any period of disability that I may have in the future.

Agent's name & contact information

Agent's name (Print)	Street address	City, State, Zip Code
Phone number(s)	Email address	Relationship to Declarant

I execute this document in accordance with the formalities required by ACA §§ 20-17-201, et seq (Arkansas Rights of the Terminally Ill or Permanently Unconscious Act) and ACA § 20-13-104 (Durable Power of Attorney for Health Care Act) and pursuant to my constitutional liberty right to refuse unwanted medical treatment. I understand the impact and potential consequences of this document, and my decisions are fully informed.

Declarant's Initials: _____ Date: _____

Declarant's signature

Signed this _____ day of _____ (Month) _____ (Year) by _____ (Declarant's signature)

_____ (Declarant's name (Print)) _____ (Street address) _____ (City, State, Zip Code)

Witnesses' signatures

The Declarant signed this writing voluntarily in my presence.

1.

_____ (First witnesses' name) _____ (Signature) _____ (Date)

_____ (Street address) _____ (City & State) _____ (Zip Code)

2.

_____ (Second witnesses' name) _____ (Signature) _____ (Date)

_____ (Street address) _____ (City & State) _____ (Zip Code)

DO NOT RESUSCITATE
RED DOT

FULL–CODE STATUS
BLUE DOT