

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

**FILED**

FEB 07 2013

**Division of Consumer Affairs**

By: Alina Wells  
Deputy Attorney General  
(973) 648-3070

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC  
SAFETY  
DIVISION OF CONSUMER AFFAIRS

In the Matter of

Administrative Action

BLTR ENT, LLC D/B/A AFFORDABLE  
SENIOR HOME CARE and TIMOTHY  
BRADSHAW, Individually,

**CONSENT ORDER**

Respondents.

**WHEREAS** this matter having been opened by the Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the Private Employment Agency Act, N.J.S.A. 34:8-43 et seq. (“Private Employment Agency Act”), the Regulations Governing Health Care Service Firms, N.J.A.C. 13:45B-13.1 et seq. (Health Care Firm Regulations”), the Regulations Governing Placement of Health Care Practitioners, N.J.A.C. 13:45B-14.1 et seq. (“Placement Regulations”), and/or the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”) have been or are being committed by BLTR Ent, LLC d/b/a Affordable Senior Home Care (“Affordable”), with a principal place of business at 616 Washington Street, Toms River, New Jersey 08753, as well as its owners, principals, officers, directors, members, managers, employees, representatives, agents, subsidiaries, successors

and/or assigns and Timothy Bradshaw, individually, (collectively, “Respondents”) (hereinafter referred to as the “Investigation”);

**WHEREAS** the Division alleges that Respondents, among other things, failed to evaluate their clients’ health care needs as required and failed to document information required in hiring and employing Health Care Practitioners;

**WHEREAS** Respondents deny that they have committed any violations of the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and the CFA;

**WHEREAS** the Division and Respondents (collectively, the “Parties”) having reached an amicable agreement resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to the entry of the within order (“Consent Order”) and for good cause shown:

**IT IS ORDERED** and **AGREED** as follows:

**1. EFFECTIVE DATE**

1.1 This Consent Order is effective on the date it is filed with the Division (“Effective Date”).

**2. DEFINITIONS**

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.2 “Consumer” shall refer to any Person, who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale, defined in accordance with N.J.S.A. 56:8-1(e). Merchandise shall include Health Care Services.

2.3 “Health Care Practitioner(s)” shall be defined in accordance with N.J.A.C. 13:45B-14.1 and shall refer to any individual placed or employed in the State by the Respondents for the purpose of rendering Health Care Services.

2.4 “Health Care Services” shall be defined in accordance with N.J.A.C. 13:45B-13.2. Such services include Personal Care Services as defined in N.J.A.C. 13:45B-13.2. For purposes of the Private Employment Agency Act, “Health Care Services” shall be defined in accordance with N.J.S.A. 34:8-45.1.

2.5 “Person[s]” shall refer to any natural person, individual, any business entity (whether partnership, trust, estate, incorporated or unincorporated association, cooperation or corporation), any governmental agency or entity and any other legal or commercial entity, however organized. For purposes of the CFA, “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.6 “Restitution” shall refer to all methods undertaken by Respondents to resolve Consumer complaints including, but not limited to, the issuance of refunds or the reversal of credit card or debit card charges.

2.7 “State” shall refer to the State of New Jersey.

### **3. REQUIRED AND PROHIBITED BUSINESS PRACTICES**

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not

limited to, the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and the CFA.

3.2 Within six (6) months of the Effective Date of this Consent Order, Respondents shall abide by the Best Practices attached hereto as Exhibit A.

#### **4. SETTLEMENT PAYMENT**

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (“Settlement Payment”).

4.2 The Settlement Payment is comprised of civil penalties of Five Thousand and 00/100 Dollars (\$5,000), pursuant to N.J.S.A. 34:8-61 and N.J.S.A. 56:8-13 and Five Thousand and 00/100 Dollars (\$5,000.00) as reimbursement for attorneys’ fees and investigative costs, pursuant to N.J.S.A. 34:8-62, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

4.3 Respondents shall pay the Settlement Payment as follows:

- a. Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid on or before February 15, 2013; and
- b. The remaining Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid in one (1) installment of Five Thousand and 00/100 Dollars (\$5,000.00), due on March 15, 2013.

4.4 Respondents shall pay the Settlement Payment by bank check or other guaranteed funds payable to the “New Jersey Division of Consumer Affairs” and forwarded to:

Alina Wells, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Consumer Fraud Prosecution Section  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

4.5 Upon making the Settlement Payment, Respondents shall be fully divested of any interest in, or ownership of, the monies paid, and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

## **5. GENERAL PROVISIONS**

5.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

5.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

5.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

5.6 If any provision of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

5.7 This Consent Order shall be binding upon Respondents as well as their owners, principals, officers, directors, members, managers, employees, representatives, agents,

subsidiaries, successors and/or assigns, and any Persons through which they may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

5.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

5.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and/or the CFA. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

5.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 The Parties represent and warrant that their signatories to this Consent Order have authority to act and bind the respective Parties.

## **7. RELEASE**

7.1 In consideration of the Settlement Payment, undertakings, mutual promises and obligations provided for in this Consent Order, the Division hereby agrees to release Respondents from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondents for violations of the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and the CFA arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action provided however, that nothing herein shall prevent Respondents from raising the defense of set-off against a Consumer who has received Restitution; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State, including the New Jersey Board of Nursing.

## **8. PENALTIES FOR FAILURE TO COMPLY**

8.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the provisions of Section 3 of this Consent Order as well as the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and/or the CFA shall constitute a second or succeeding

violation under N.J.S.A. 34:8-61 and/or N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

8.3 The Parties agree that any future violations of the provisions of Section 3 of this Consent Order as well as the Private Employment Agency Act, the Health Care Firm Regulations, the Placement Regulations, and/or the CFA may subject Respondents to registration revocation, suspension, a penalty in lieu of suspension and/or both suspension and penalty, pursuant to N.J.S.A. 34:8-53 and N.J.A.C. 13:45B-16.1(f).

### **9. COMPLIANCE WITH ALL LAWS**

- 9.1 Except as provided in this Consent Order, no provision herein shall be construed as:
- a. Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
  - b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

### **10. NOTICES UNDER THIS CONSENT ORDER**

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Alina Wells, Deputy Attorney General  
Consumer Fraud Prosecution Section  
Division of Law  
Office of the Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, NJ 07101

For Respondents:

Timothy Bradshaw, Owner  
Affordable Senior Home Care  
616 Washington Street  
Toms River, New Jersey 08753

IT IS ON THE 7<sup>th</sup> DAY OF February, 2013, SO ORDERED.

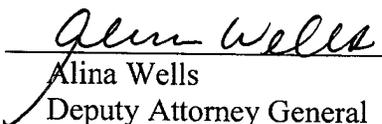
JEFFREY F. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
ERIC T. KANEFSKY, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS  
CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

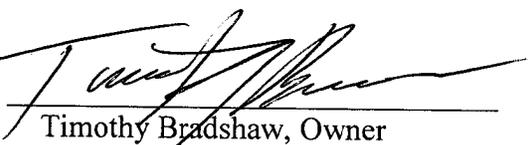
JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

By:   
Alina Wells  
Deputy Attorney General  
Consumer Fraud Prosecution  
124 Halsey Street – 5<sup>th</sup> floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Telephone (973) 648-3070

Dated: February 4, 2013

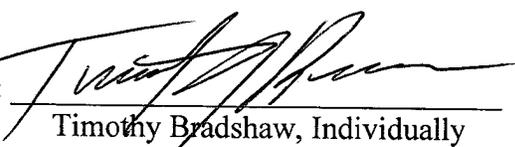
FOR RESPONDENTS:

BLTR ENT, LLC D/B/A AFFORDABLE SENIOR HOME CARE

By:   
Timothy Bradshaw, Owner  
616 Washington Street  
Toms River, New Jersey 08753

Dated: 1/28/13, 2013

TIMOTHY BRADSHAW, INDIVIDUALLY

By:   
Timothy Bradshaw, Individually  
616 Washington Street  
Toms River, New Jersey 08753

Dated: 1/28/13, 2013

## **EXHIBIT A**

## Best Practices for Health Care Service Firms

### I. Definitions

1. "Date" means day, month and year.
2. "Licensed" means holding a valid, current New Jersey license, certification, or registration, required by law as a precondition to the practice of a regulated profession or occupation.
3. "Director of Nursing/Health Care Services Supervisor" (DON/HCSS) means a New Jersey Board of Nursing licensed registered nurse with education and community health nursing experience and progressive management experience in community health nursing, who is responsible for the clinical oversight of a Health Care Services Firm's (HCSF) health care, personal care, and companion services program.
4. "Nurse Supervisor" means a New Jersey Board of Nursing licensed registered nurse with education and community health nursing experience with progressive responsibilities in community health nursing. The Nurse Supervisor is assigned by the Director of Nursing/Health Care Services Supervisor to oversee services rendered by employees, including other registered nurses (RNs), licensed practical nurses (LPNs), certified homemaker home health aides (CHHAs) or companions. The Nurse Supervisor or a registered nurse designee shall be available on call during all hours of service. The Nursing Supervisor and the Director of Nursing may be one and the same person.
5. "Signature" means at least the first initial and full surname and title (for example, RN, LPN, CHHA) of a person, legibly written either with his or her own hand, generated by computer with authorization safeguards, or communicated by a facsimile communication system. If the signature is not legible, the individual's full name shall be printed in an adjacent space.
6. "Health care services" means those tasks performed for the purpose of maintaining or restoring a patient's physical or mental health, for which the individual performing the task must be licensed, registered or certified. Personal care services are included in health care services.
7. "Personal care services" means those tasks for the purpose of assisting a patient with the activities of daily living, and may involve touching the patient, including feeding, toileting, bathing, dressing, grooming, transferring, and assistance with ambulation, exercise or other aspects of personal hygiene. These services are a subset of health care services.
8. "Companion services" means those tasks performed to provide the patient with an opportunity for socialization and comfort in the home, including shopping, errands,

laundry, meal planning and preparation and serving of meals. These services are not encompassed in the definition of health care services or personal care service.

9. "On call" means available to respond to questions concerning services via electronic communication or telephone, but does not require that the on-call individual be available to personally visit the patient.

## II. Clinical Policies

### Intake Interview and Initial Assessment

The HCSF, by and through its DON/HCSS, or a Nurse Supervisor, shall assign the task of conducting an intake interview with the patient and/or family/significant-other to a nurse, office manager or scheduling coordinator.

Patients care assignments may be initiated for patients who are discharged from a health care facility, in those situations where a nurse case manager assessed the immediate care needs of the discharged patient and communicated those needs to the HCSF through the DON/HCSS or the RN on call. Based on this communication, the DON, HCSS or RN on call assumes responsibility for appropriately delegating health care and personal services during the first 24 to 48 hours pending the patient's in-person comprehensive assessment by the designated RN.

Prior to starting all other patient care assignments (not initiated immediately following discharge from a health care facility), an in-person comprehensive assessment of each patient, by an RN, should be conducted to establish a baseline of the patient's physical and functional status and identification of the level of services needed to meet the patient's needs. The HCSF shall maintain documentation that includes, at a minimum:

#### ***Required Intake Interview documentation:***

1. Full name of patient
2. Date of birth
3. Gender
4. Physician, Advanced Practice Nurse and other health care professional contact information, including name and phone number
5. Past medical history
6. Nursing and medical diagnosis(es) or problem(s)
7. List of medications
8. Functional status
9. Family/Significant-other contact information, including name, phone number, and relationship to the patient
10. Identification of services in place, additional services needed, and collateral contacts, if applicable
11. Name, date and signature of person conducting intake

#### ***Additional Required In-person Assessment documentation:***

1. Vital signs, including temperature, pulse, respiration, blood pressure, and a pain assessment
2. Psycho-social review relevant to the Plan of Care
3. A systems review (neurologic, musculo-skeletal, integumentary, cardiovascular, pulmonary, gastro-intestinal, genito-urinary)
4. Nutritional status, including diet
5. Home safety review, including fall risk assessment
6. Emergency plan
7. Advanced directives
8. Physician's Certification of Need for Services, if applicable.
9. Date and signature of the Nurse Supervisor conducting the assessment

### **Plan of Care**

The HCSF, by and through its DON/HCSS, or a Nurse Supervisor assigned to the task by the DON/HCSS, shall develop a Plan of Care based on the nursing assessment prior to the patient care assignment. The HCSF shall maintain the Plan of Care, which shall include the following documentation, at a minimum:

1. Days and hours of service to be provided to the patient
2. Nursing and medical diagnosis(es) or problem(s)
3. Tasks to be performed by employees and licensure/registration status of the assigned employees – RNs, LPNs, CHHAs, companion, and therapists
4. The frequency at which the tasks are to be performed
5. Short-term and long-term goals for patient care and discharge
6. Specific changes in patient status that need to be reported to the Nurse Supervisor
7. Date and signature of the nurse who assessed the patient and developed the Plan of Care
8. Date and signature of the patient and/or family/significant-other
9. Date and signature of the employee who is assigned at the start of service
10. Date and signature of the employee who is assigned at reassessment and whenever there are changes in the Plan of Care.

The HCSF shall ensure that a copy of the Plan of Care is maintained in the office and at the patient's residence and available to the patient, the patient's family/significant others, and agency employees.

### **Orientation of the CHHA assigned to a new patient**

The HCSF, by the DON/HCSS, or a Nurse Supervisor assigned to the task by the DON/HCSS, shall ensure that an in-person orientation to the tasks being delegated by the RN will be provided to an assigned CHHA in the home of the patient within 24 - 48 hours of start of service, regardless of the experience level of the CHHA. The RN has the duty to refuse to delegate nursing tasks to an assigned CHHA determined not to possess the requisite competencies to care for the patient.

### **Weekly CHHA Activity Records**

The HCSF shall ensure the assigned CHHA prepares and files with the HCSF a weekly activity sheet. The HCSF shall maintain weekly activity records, which shall include, at minimum:

1. Date and time of each patient assignment
2. Documentation of the activities performed, as well as those activities identified in the Plan of Care that were not performed and reasons why those activities were not performed
3. Any change in the patient's condition that was reported to the Nursing Supervisor and documented by both the CHHA and nurse
4. Date and signature of the CHHA
5. Date and signature of patient, family member, significant other or designated party.

The HCSF shall maintain these records along with the patient's medical record in the office for a minimum of seven (7) years for an adult and twenty-one (21) years for a pediatric patient, or as required by law.

### **Periodic Patient Evaluation and Reassessment**

The HCSF shall ensure that a Nurse Supervisor evaluates records relating to the care provided to the patient on a regular basis, and contacts the patient and/or significant other at least every 30 days, to determine if the Plan of Care continues to meet the needs of the patient.

The HCSF shall ensure that a Nurse Supervisor conducts an in-person reassessment of the patient every 60 days (or 2 months), or more often if the patient's condition warrants it, or when there has been an interruption of service, or a hospitalization or stay in a medical facility, if deemed necessary, or a change in the patient's condition or functional status, or, if consistent with a service agreement.

The HCSF, through the Nurse Supervisor, shall make and maintain documentation relating to these reassessments that include, at a minimum:

1. Nursing and medical diagnosis(es) or problem(s)
2. Changes in vital signs, including temperature, pulse, respiration, blood pressure and a pain assessment
3. Changes in functional status
4. A systems review
5. Psycho-social review relevant to the Plan of Care
6. Nutritional status, including diet
7. Home safety review, including fall risk assessment
8. An emergency plan
9. Name of any employees present, their licensure status, and the skill(s) observed
10. Review of the care plan with the CHHA and patient
11. Date and signature of the Nurse Supervisor.

### **Direct Observation of Clinical Performance**

The HCSF shall ensure that the Nursing Supervisor visits the patient's home during a time when care is being rendered by an assigned CHHA to directly observe and ensure that care is being rendered safely and competently, in accordance with the Plan of Care. Direct observation by the Nurse Supervisor shall occur at the following times:

1. At the beginning of the assignment or with respect to patient's discharged from a health care facility, within 24- 48 hours of a CHHA's assignment by the HCSF
2. At least once every 60 days
3. More frequently, based on the judgment of the Nursing Supervisor or the patient's condition
4. More frequently, based on payer source requirements.

### **Documentation Requirement for Nurse Supervisor**

The HCSF shall ensure that the Nurse Supervisor documents the following in the CHHA's employee file:

1. Review of Plan of Care with the CHHA
2. Direct observations of CHHA skills made by the Nurse Supervisor with the date and signature of the employee being evaluated
3. Evaluation of how well the skills were performed
4. Instruction provided by the Nurse Supervisor, if applicable
5. Date and signature of the Nurse Supervisor.

The HCSF shall ensure that the Nurse Supervisor documents the following in the patient's clinical record:

1. Name of the CHHA who was supervised during the patient case monitoring visit
2. Review of the Plan of Care with the CHHA
3. Direct observations of the CHHA's skills made by the Nurse Supervisor
4. Any changes in the patient's condition or functional status, or modifications to the Plan of Care
5. Any communication with patient, family, significant other, or designated party regarding complaints, problems, etc.
6. Date and signature of the Nurse Supervisor.

## **III. Personnel Policies**

### **Employment application**

The HCSF shall require every applicant for employment to provide services to patients to complete a written application, which shall include, at a minimum:

1. Applicant's name, (including any nicknames), address, telephone number and e-mail address, if available
2. Copy of the applicant's current, valid license or, CHHA certificate reflecting the license-issuing authority, noting that the original document was reviewed
3. Applicant's New Jersey license or certificate number and initial date of licensure or certification, as applicable and the expiration date of the license
4. Applicant's date of birth, determined and recorded only after the applicant has been hired
5. Applicant's social security number
6. Two passport photographs of the applicant
7. Names, addresses and telephone numbers of all employers during at least the year preceding the application, including:
  - a. Names of supervisors
  - b. Dates of employment
  - c. Work experience
  - d. Reasons for leaving each employer
8. Education and training, including the dates of training, and the location where the training was obtained
9. Credentials, including degrees obtained and diplomas or certificates received
10. Certificates of attainment of training in CPR, and the dates of issue and expiration
11. Date and signature of applicant
12. Authorization to conduct a criminal background check.

### **Interview documentation**

The HCSF shall require every applicant for employment to be interviewed. The HCSF shall maintain documentation relating to the interview, including the name and title of the interviewer and the date on which the interview took place.

### **References**

The HCSF shall obtain written references, and/or appropriately documented verbal references from at least two individuals, at least one of whom shall be:

1. An employer, including an immediate past employer, or
2. An educator, including an instructor from a CHHA training program, if applicable

References shall not include family members or friends.

Documentation in the applicant file shall include the following:

1. Name and relationship to the applicant of the person giving the reference
2. Dates of the applicant's employment
3. Content of the reference, including documentation relating to the reasons for the employee having left employment.
4. As to written references: the signature and title of the reference and date signed

5. As to verbal references: the signature of the HCSF staff member who obtained the reference and date of the call.

Pre-written letters of recommendation are acceptable if they are verified by the HCSF.

### **Verification of Credentials and Content of Personnel Record**

The HCSF, after a personal examination of the original, shall maintain a copy of every employee's current license, registration or certificate, as applicable. In addition, the HCSF shall maintain within that personnel record:

1. Health attestation form, reflecting the results of tests for Mantoux tuberculin skin test as well as rubella and rubeola immunization or serologic evidence of immunity
2. Clinical competency documentation
3. Performance evaluations
4. Clinical supervision documentation
5. In-service attendance records
6. Malpractice insurance policy number, if applicable to the individual
7. Date of hire
8. Annual verification of licensure status as reflected by the New Jersey Division of Consumer Affairs' online verification page print out. The agency shall establish the yearly date for credentials verification.

### **Agency Orientation**

The HCSF shall provide an orientation program on a quarterly basis to all newly hired CHHAs within three months of employment, or sooner based on the CHHA's documented level of expertise. The agency shall include, at a minimum, instruction on the following topics:

1. Infection control
2. Blood borne pathogens
3. Child abuse
4. Elder abuse
5. Domestic violence
6. Pain management
7. Patient rights
8. HIPAA
9. Corporate compliance
10. Ethical considerations in home care delivery, including issues involving receipt of gifts and money from clients and other financial transaction
11. Employee safety
12. Emergency procedures
13. Agency administrative and clinical policies and procedures

The HCSF shall maintain documentation pertaining to the content of the orientation program, which shall include, at a minimum:

1. Outline of topics covered
2. Length of time for each of the mandatory in-service topics
3. Date and signature of instructor
4. Name, date and signature of employee on an agency sign-in sheet

### **Agency Mandatory In-Service**

The HCSF shall provide an in-service program each year for all CHHAs, which shall include, at a minimum, instruction on the following topics:

1. Blood borne pathogens
2. Infection control
3. Standard precautions
4. Child abuse
5. Elder abuse
6. Domestic Violence
7. Pain management
8. Workforce protection
9. Employee safety issues
10. Back safety
11. How to handle needle sticks
12. Fraud and abuse prevention
13. Corporate compliance

A HCSF may accept documentation from another HCSF that verifies a CHHA has met a portion of or all of the above required Agency Mandatory In-Service topics.

### **Clinical Competency**

The HCSF shall ensure that all CHHAs shall undergo competency testing, prior to the first date of assignment, which shall include the following:

1. Direct observation of the CHHA's performance of delegated client care procedures related to:
  - a. the musculo-skeletal system, including exercise, activity and positioning, range of motion, transferring, ambulation and assistive devices
  - b. the integumentary system, including personal hygiene (nail and skin care, bathing, shampooing, etc.) and positioning
  - c. the upper and lower gastrointestinal system (i.e. oral hygiene, feeding, toileting and elimination)
  - d. the urinary system (personal hygiene related to toileting and elimination)
  - e. the cardiovascular and respiratory systems, specifically, vital signs (temperature, pulse, respiration), applying antiembolic stockings, assisting the client to use oxygen, and positioning the client for circulatory and respiratory comfort

- f. the neurological system, specifically, care needs of a client with cognitive impairment, care of a client with a seizure disorder, care of a client following a stroke and rehabilitation or restorative care
  - g. the endocrine system, specifically foot care, skin care and nutrition for a client with diabetes
  - h. the promotion of sleep.
2. Written testing, oral testing or direct observation of the CHHA's knowledge and communication skills, in the following areas:
- a. Observation, reporting and documentation of patient status, and the care or service furnished
  - b. Basic infection control procedures
  - c. Basic elements of body mechanics and functioning, and changes in body function that must be reported to the Nurse Supervisor
  - d. Maintenance of a clean, safe and healthy environment
  - e. Recognizing emergencies and knowledge of emergency procedures
  - f. Physical, emotional and developmental needs of and ways to work with the populations served by the agency, including respect for the patient and the patient's privacy and property
  - g. Adequate nutrition and fluid intake.

The HCSF shall ensure that every CHHA undergoes competency testing on an annual basis, within the calendar month when the annual performance evaluation is due. At a minimum, such testing shall include the direct observation of the CHHA's performance of the skills above as demonstrated with respect to assigned patients throughout the year.

The HCSF shall ensure that the documentation concerning clinical competency testing is maintained in the employee file and includes, at a minimum:

1. Name of the CHHA
2. Clinical skills tested, as well as the date and location where the testing took place
3. An evaluation of the CHHA's competency
4. Date and signature of the Nurse Supervisor performing the testing.

#### **IV. Administrative Policies**

##### **Corporate Compliance Policy**

The HCSF shall ensure that there are policies and procedures relating to:

1. Assignment of individuals, for the appropriate level of care, authorized to provide required service, assuring that companions and CNAs are not assigned to perform in-home, personal care.

2. The requirement for licensed and certified personnel to provide proof of New Jersey licensure or certification (out-of-state certifications are not valid for New Jersey in-home, personal care).
3. Reporting of patient complaints to the agency
4. Agency's response to alleged reports of misconduct, violation of laws/regulations and unethical practices
5. Confidentiality requirements
6. Protection for those reporting unethical, fraudulent or illegal activity ("whistle blower" protection)
7. Reporting of safety concerns and violations of law to licensing and/or regulatory agencies, as required by law

### **Clinical On-Call Policy**

The HCSF shall ensure that there is a procedure by which an RN, LPN, CHHA or other clinical staff can reach a RN for clinical questions at all times, in no less than one hour and that there is a RN on call during all hours of service.

### **Service Agreement Policy**

The HCSF shall ensure that the patients and family/significant others are provided with full and truthful disclosure of all information concerning fees and billing policies.