



STATE OF LOUISIANA

DEPARTMENT OF SOCIAL SERVICES

OFFICE OF COMMUNITY SERVICES

RESIDENTIAL LICENSING AND REGULATORY SECTION

PURPOSED CHILD RESIDENTIAL LICENSING STANDARDS

Chapter 71. Child Residential Care

§7101. Purpose A. It is the intent of the legislature to protect the health, safety, and well being of the children of the state who are in out-of-home care on a regular or consistent basis. Toward that end, it is the purpose of Chapter 14 of Title 46 of the Louisiana Revised Statutes of 1950 to establish statewide minimum standards for the safety and well being of children, to ensure maintenance of these standards, and to regulate conditions in these facilities through a program of licensing. It shall be the policy of the state to ensure protection of all individuals under care in child care facilities and to encourage and assist in the improvement of programs. It is the further intent of the legislature that the freedom of religion of all citizens shall be inviolate.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7103. Authority

A. Legislative Provisions

1. The State of Louisiana, Department of Social Services, is charged with the responsibility of developing and publishing standards for the licensing of child residential facilities (CRF).

a. The licensing authority of the Department of Social Services is established by R.S. 46:1401-1425 and R.S. 46:51 which mandate the licensing of all resident care facilities and resident placing agencies, including CRF). A CRF is defined as any place, facility or home operated by any institution, society, agency, corporation, person or persons or any other group to provide full-time care (24 hour residential care) for four or more children under the age of 18 years who are not related to the operators, and whose parents or guardians are not residents of the same facility, with or without transfer of custody. The age requirement may be exceeded as stipulated in R.S. 46:1403.1. which states that, "...notwithstanding any other provision of law to the contrary, including but not limited to R.S. 46:1403(A)(1), a person housed at a residential home may stay at such home for a period not to exceed six months beyond his eighteenth birthday to complete any educational course that he began at such facility, including but not limited to a general education development (GED) course, and any other program offered by the residential home".

B. Penalties

1. As stipulated in R.S. 46:1421, whoever operates any child care facility without a valid license shall be fined not less than \$75 nor more than \$250 for each day of such offense.

C. Waiver Request

1. The secretary of the department, in specific instances, may waive compliance with a standard, as long as the health, safety, and well-being of the staff and/or the health, safety, rights or well-being of residents is not imperiled. Standards shall be waived only when the secretary determines, upon clear and convincing evidence, that the economic impact is sufficient to make compliance impractical for the provider despite diligent efforts, and when alternative means have been adopted to insure that the intent of the regulation has been carried out.

2. Application for a waiver shall be made in writing and shall include:

a. A statement of the provisions for which a waiver is being requested; and

b. An explanation of the reasons why the provisions cannot be met and why a waiver is being requested.

3. The request for a waiver will be answered in writing and approvals will be maintained on file by the requesting provider and the department. The department shall document the reasons for granting the waiver. A waiver shall be granted for a period of one year or as specified by the Secretary and will not be renewed if the basis for it no longer exists. If the provider has been granted a waiver by the department, the waiver will be identified on the survey report of any subsequent annual survey report.

D. Variance Request

1. The secretary of the department, in specific instances, may grant an exception to the standards temporarily for the purposes of allowing emergency admittance of specific residents as long as the health, safety, and well-being of the staff and/or the health, safety, rights, and well-being residents is not imperiled. This variance shall not be granted if it would result in a substantial change to the program.

2. A request for a variance shall be made in writing and shall include a statement of the provisions for which the variance is being requested.

3. The request for a variance will be answered in writing and specify the period of time for which the variance is being granted. A variance may be granted for a length of time not to exceed ninety (90) days, and may be renewed one time, for good cause shown, for an additional ninety (90) day period not to exceed one hundred and eighty (180) days.

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HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7105. Definitions

A. As used in this Chapter:

Abuse—any one of the following acts which seriously endangers the physical, mental, or emotional health of the resident:

a. the infliction, attempted infliction, or, as a result of inadequate supervision, the allowance of the infliction or attempted infliction of physical or mental injury upon the resident by a parent or any other person;

b. the exploitation or overwork of a resident by a parent or any other person; and

c. the involvement of the resident in any sexual act with a parent or any other person, or the aiding or toleration by the parent or the caretaker of the resident's sexual involvement with any other person or of the resident's involvement in pornographic displays or any other involvement of a resident in sexual activity constituting a crime under the laws of this state.

Affiliate -

- (1) With respect to a partnership, each partner thereof;
- (2) With respect to a corporation, each officer, director and stockholder thereof;
- (3) With respect to a natural person, that person and any individual related by blood, marriage, or adoption within the third degree of kinship to that person; any partnership, together with any or all its partners, in which that person is a partner; and any corporation in which that person an officer, director or stockholder, or holds, directly or indirectly, a controlling interest;
- (4) With respect to any of the above, any mandatory, agent, or representative or any other person, natural or juridical acting at the direction of or on behalf of the licensee or applicant; or,
- (5) Director of any such

Associated Person—a provider's owner, officers, board members, volunteers, and/or any other such person who may be involved in some capacity with the work of the provider other than the provider's employees.

Behavior Support—the entire spectrum of activities from proactive and planned use of the environment, routines, and structure of the particular setting to less restrictive interventions such as positive reinforcement, verbal interventions, de-escalation techniques, and therapeutic activities that are conducive to each resident's development of positive behavior.

Behavior Support Plan—a written document that addresses the holistic needs of the resident and includes the resident's coping strategies, de-escalation preferences, and preferred intervention methods.

Child—a person under eighteen years of age who, prior to juvenile proceedings, has not been judicially emancipated under Civil Code Article 385 or emancipated by marriage under Civil Code Articles 379 through 384.

Child Residential Facility (CRF)—any place, facility or home operated by any institution, society, agency, provider, corporation, person or persons or any other group to provide full-time care (24 hour residential

care) for four or more individuals under the age of 18 years, who are not related to the operators, and whose parents or guardians are not residents of the same facility, with or without transfer of custody. This includes community homes, group homes, and residential homes. This does not include any program licensed under Titles XIX or XX of the Social Security Act by the Department of Health and Hospitals.

Complaint—an allegation that any person is violating any provisions of these standards or engaging in conduct, either by omission or commission, that negatively affects the health, safety, rights, or welfare of any child who is residing in a CRF.

Criminal Background Check—the requirement of state law and federal funding rule for checking criminal records for certain offenses prior to employing an individual who will have access to a resident in a Child Residential Facility.

Debriefing—a process by which information is gathered from all involved parties after the use of personal restraints or seclusion that includes an evaluation of the crisis, documentation detailing the events leading up to the incident, and ways to avoid such incidents in the future.

Department—the Department of Social Services.

Direct Care Worker—a person counted in the resident/caregiver ratio, whose duties include the direct care, supervision, guidance, and protection of a resident. This does not include a contract service provider who provides a specific type of service to the operation for a limited number of hours per week or month or works with one particular child. This may include staff such as administrative staff that has the required background clearances and appropriate training that may serve temporarily as direct care staff.

Human Service Field—the field of employment similar or related to social services such as social work, psychology, sociology, special education, rehabilitation counseling, juvenile justice and/or corrections through which a person gains experience in providing services to the public and/or private clients that serves to meet the years of experience required for a job as specified on the job description for that position.

Disqualification period - means the prescriptive period during which the Department shall not accept an application from a provider. Any unlicensed operation during the disqualification period shall interrupt running of prescription until the Department has verified that the unlicensed operation has ceased.

Effective date - of a revocation, denial, or non-renewal of a license shall be the last day for applying to appeal the action, if the action is not appealed.

Facility - any place, program, facility or agency operated or required by law to operate under a license, including facilities owned or operated by any governmental, profit, nonprofit, private, or church agency.

Injury of Unknown Origin—an injury where the source of the injury was not observed by any person or the source of the injury could not be explained by the resident and the injury is suspicious because of the extent of the injury or the location of the injury (e.g., the injury is located in an area not generally vulnerable to trauma).

Legal Guardianship—the duty and authority to make important decisions in matters having a permanent effect on the life and development of the resident and the responsibility for the child's general welfare until he reaches the age of majority, subject to any child rights possessed by the resident's parents. It shall include the rights and responsibilities of legal custody.

Legal Guardian—the caretaker in a legal guardianship relationship. This could be the parent or any child placing agency representative.

License - any license issued by the Department of Social Services to operate any child care facility or child-placing agency as defined in La. R.S. 46:1403; any license issued by the Department to operate any adult residential care facility as defined in La. R.S. 40:2153; or any license issued by the Department to operate any transitional youth residence as defined in La. R.S. 46:1453.

Neglect—the refusal or unreasonable failure of a parent or caretaker to supply the child with necessary food, clothing, shelter, care, treatment, or counseling for any injury, illness, or condition of the child, as a result of which the child's physical, mental, or emotional health and safety is substantially threatened or impaired.

Personal Restraint—a type of emergency behavior intervention that uses the application of physical force without the use of any device to restrict the free movement of all or part of a child's body in order to control physical activity. Personal restraint includes escorting, which is when a caregiver uses physical force to move or direct a child who physically resists moving with the caregiver to another location.

Program Director—the person with authority and responsibility for the on-site, daily implementation and supervision of the overall facility's operation.

Provider—any facility, organization, agency, institution, program, or person licensed by the department to provide services to children.

Provider - all owners or operators of a facility, including the director of such facility. If the owner is a corporate entity the owners are the officers, directors, and shareholders of the facility.

Related or Relative—a natural or adopted child or grandchild of the caregiver or a child in the legal custody of the caregiver.

Seclusion—the placement of an individual against his or her will in a room where they are not allowed to voluntarily leave.

Service Plan—a written plan of action usually developed between the family, resident, social worker, and other service providers, that identifies needs, sets goals, and describes strategies and timelines for achieving goals.

Substantial Bodily Harm—physical injury serious enough that a prudent person would conclude that the injury required professional medical attention. It does not include minor bruising, the risk of minor bruising, or similar forms of minor bodily harm that will resolve healthily without professional medical attention.

Time-Out—a strategy used to teach individuals to calm themselves, during which a child is not given the opportunity to receive positive reinforcement and/or participate in the current routine or activity until he/she is less agitated.

Unlicensed operation - operation of any child care facility or child-placing agency, adult residential care facility, or transitional youth residence, at any location, without a valid, current license issued by the Department.

Variance—an exception granted temporarily for the purpose of emergency admittance of specific residents.

Volunteer—an individual who works at the facility and whose work is uncompensated. This may include students, interns, tutors, counselors, and other non-staff individuals who may or may not work directly with the residents. Persons who visit the facility solely for providing recreational activities for the facility are not considered as volunteers.

Waiver—an exemption granted by the secretary of the department, or designee, from compliance with a standard that will not place the resident or staff member at risk.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7107. Licensing Requirements

A. General Provisions

1. New buildings shall be designed to appear physically harmonious with the neighborhood in which they are located considering such issues as scale, appearance, density and population. A CRF shall not occupy any portion of a building licensed by another agency.

2. Before beginning operation, it is mandatory to obtain a license from the department.

3. All new construction or renovation of a facility requires approval from agencies listed in §7107.B.1 and must comply with the Louisiana Uniform Construction Code.

4. In addition all facilities shall comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.* (ADA).

B. Initial Licensing Application Process

1. An initial application for licensing as a CRF provider shall be obtained from the department. A completed initial license application packet for an applicant shall be submitted to and approved by department prior to an applicant providing CRF services. The completed initial licensing packet shall include:

- a. application and non-refundable fee;

- b. office of Fire Marshal approval for occupancy;
- c. office of Public Health, Sanitarian Services approval;
- d. city fire department approval, if applicable;
- e. city or parish building permit office approval, if applicable;
- f. local zoning approval, if applicable;
- g. copy of proof of current general liability and property insurance for facility;
- h. copy of proof of insurance for vehicle(s);
- i. organizational chart or equivalent list of staff titles and supervisory chain of command;
- j. program director resumé and proof of educational requirement;
- k. service plan manager resumé and proof of educational requirement;
- l. list of consultant/contract staff to include name, contact info and responsibilities;
- m. copy of program plan;
- n. copy of table of contents of all policy and procedure manuals;
- o. copy of evacuation plan;
- p. copy of house rules and regulations;
- q. copy of grievance process;
- r. a floor sketch or drawing of the premises to be licensed; and
- s. any other documentation or information required by the department for licensure.

2. If the initial licensing packet is incomplete, the applicant will be notified of the missing information and will have 10 working days to submit the additional requested information. If the department does not receive the additional requested information within the 10 working days, the application will be closed. After an initial licensing application is closed, an applicant who is still interested in becoming a CRF shall submit a new initial licensing packet with a new initial licensing fee to start the initial licensing process. Once the department has determined the application is complete, the applicant will be notified to contact the department to schedule an initial survey. If an applicant fails to contact the department and coordinate the initial survey within 45 days of the notification, the initial licensing application shall be closed. After an initial licensing application is closed, an applicant who is still interested in becoming a CRF shall submit a new initial licensing packet with a new initial licensing fee to re-start the initial licensing process.

C. Initial Licensing Survey

1. Prior to the initial license being issued to the CRF, an initial licensing survey shall be conducted on-site at the CRF to assure compliance with all licensing standards. The initial licensing survey shall be an announced survey. No resident shall be provided services by the CRF until the initial licensing survey has been performed and the department has issued an initial license.

2. In the event the initial licensing survey finds the CRF is compliant with all licensing laws and standards, and is compliant with all other required statutes, laws, ordinances, rules, regulations, and fees, the department may issue a full license to the provider. The license shall be valid until the expiration date shown on the license, unless the license is modified, extended, revoked, suspended, or terminated.

3. In the event the initial licensing survey finds the CRF is noncompliant with any licensing laws or standards, or any other required statutes, laws, ordinances, rules, or regulations that present a potential threat to the health, safety, or welfare of the participants, the department shall deny the initial license.

4. In the event the initial licensing survey finds that the CRF is noncompliant with any licensing laws or standards, statutes, laws, ordinances, or rules but the department, in its sole discretion, determines that the noncompliance does not present a threat to the health, safety, or welfare of the participants, the department may issue an initial license for a period not to exceed three months. The provider shall submit a corrective action plan to the department. The corrective action plan shall include a description of how the deficiency shall be corrected and the date by which corrections shall be completed. The department must approve the corrective action plan prior to issuing the initial license. If the department determines, prior to the expiration date of the initial license, that such noncompliance or deficiencies have been corrected, a license will be issued. If the department determines that such noncompliance or deficiencies have not been corrected, the

license will expire and all operations shall cease. The provider shall be required to begin the initial licensing process again by submitting a new initial license application packet and fee.

5. When issued, the initial CRF license shall specify the licensed bed capacity.

6. The license, as defined herein, must be conspicuously displayed at the facility. The most recent annual survey and follow-up survey, if any must be made available for inspection to any person requesting them.

7. Once a CRF has been issued a license, the department shall conduct licensing and other surveys at intervals deemed necessary by the department to determine compliance with licensing standards, as well as, other required statutes, laws, ordinances, rules, regulations, and fees. These surveys shall be unannounced.

8. The department shall remove any child or all children from any facility or agency when it is determined that one or more deficiencies exist within the facility that place the health and well being of the child or children in imminent danger. The child or children shall not be returned to the facility until such time as it is determined that the imminent danger has been removed.

9. Department staff shall be given access to all areas of the facility and all relevant files during any licensing or other survey. They shall be allowed to interview any provider staff or participant as necessary to conduct the survey.

10. If an applicant or member of his/her immediate family has had a previous license revoked, refused or denied, upon reapplication, the applicant shall provide written evidence that the reason for such revocation, refusal or denial no longer exists.

D. Fees

1. The applicable licensing fee shall be submitted with the initial license application and any change of ownership or location. All fees shall be paid by certified check, business check or money order only and are nonrefundable.

2. License fees are required prior to issuance or renewal of a license. Fee schedules (based on licensed capacity) are listed below:

4 to 6 Children	7 to 15 Children	16 or More Children
\$400	\$500	\$600

3. Other license fees include:

a. A replacement fee of \$25 for replacing a license when changes are requested, i.e., change in capacity, name change, age range, etc. No replacement charge will be incurred when the request coincides with the regular renewal of a license.

b. A processing fee of \$5 for issuing a duplicate license with no changes.

E. Renewal of License

1. The license shall be renewed on an annual basis.

2. The provider shall submit, at least 60 days prior to its license expiration date, a completed renewal application form and applicable fee. The following documentation must also be included:

a. office of fire marshal approval for occupancy;

b. office of public health, Sanitarian Services approval;

c. city fire department approval, if applicable;

d. copy of proof of current general liability and property insurance for facility; and,

e. copy of proof of insurance for vehicle(s).

3. Prior to renewing the CRF license, an on-site survey shall be conducted to assure compliance with all licensing laws and standards. If the CRF is found to be in compliance with the licensing laws and standards,

and any other required statutes, laws, ordinances, or regulations, the license shall be renewed for a 12-month period.

4. In the event the annual licensing survey finds the CRF is non-compliant with any licensing laws or standards, or any other required statutes, ordinances or regulations but the department, in its sole discretion, determines that the noncompliance does not present a threat to the health, safety, or welfare of the participants, the provider shall be required to submit a corrective action plan to the department for approval. The department shall specify the timeline for submitting the corrective action plan based on such non-compliance or deficiencies cited but no later than 10 days from the date of notification. The corrective action plan shall include a description of how the deficiency shall be corrected and the date by which correction(s) shall be completed. Failure to submit an approved corrective action plan timely shall be grounds for non-renewal.

5. If it is determined that such noncompliance or deficiencies have not been corrected prior to the expiration of the license, the department may issue an extension of the license not to exceed to sixty days.

6. When it is determined by the department that such noncompliance or deficiencies have been corrected, a license will be issued for a period not to exceed 12 months.

7. If it is determined that all areas of noncompliance or deficiencies have not been corrected prior to the expiration date of the extension, the department shall revoke the license.

F. Notification of Changes

1. The department shall be notified by the provider prior to making changes which have an affect upon the license, to include but not limited to: change of ownership, program director, location, age range of residents served, usage of indoor and outdoor spaces.

2. When a provider changes location, it is considered a new operation and a new application and fee for licensure shall be submitted 30 days prior to the anticipated move. All items listed in 7107.B.1. shall be in compliance for the new location. An onsite survey is required prior to change of location. In the event of a disaster, which requires a provider to evacuate, refer to section §7121 Emergency Preparedness.

3. When a provider is initiating a change in ownership a written notice shall be submitted to the department. Within 5 working days of the change of ownership, the new owner shall submit a completed application, the applicable licensing fee and a copy of Bill of Sale or a lease agreement.

4. All new construction or renovation of a facility requires approval from agencies listed in §7107.B.1. and the department.

5. A license is not transferable to another person or location.

G. Denial, Revocation, or Non-renewal of License

1. An application for a license may be denied, revoked or not renewed for any of the following reasons:

a. Cruelty or indifference to the welfare of the residents in care;

b. Violation of any provision of the standards, rules, regulations, or orders of the department;

c. Disapproval from any agency whose approval is required for licensing;

d. Nonpayment of licensing fee or failure to submit a licensing application;

e. Any validated instance of abuse, neglect, corporal punishment, physical punishment, or cruel, severe or unusual punishment, if the owner is responsible or if the staff member who is responsible remains in the employment of the licensee;

f. The facility is closed with no plans for reopening and no means of verifying compliance with minimum standards for licensure; or

g. Any act of fraud such as falsifying or altering documents required for licensure.

2. Even if a facility is otherwise in substantial compliance with these standards, an application for a license may be denied, revoked or not renewed for any of the following reasons:

a. The owner, director, officer, board of directors member, or any person designated to manage or supervise the provider or any staff providing care, supervision, or treatment to a resident of the facility has been convicted of or pled guilty or nolo contendere to any offense listed in LA R.S. 15:587.1. A copy of a criminal record check performed by the Louisiana State Police (LSP) or other law enforcement provider, or by the federal Bureau of Investigation (FBI), or a copy of court records in which a conviction or plea

occurred, indicating the existence of such a plea or conviction shall create a rebuttals presumption that such a conviction or plea exists;

b. The provider, after being notified that an officer, director, board of directors member, manager, supervisor or any employee has been convicted of or pled nolo contendere to any offense referenced above, allows such officer, director, or employee to remain employed, or to fill an office of profit or trust with the provider. A copy of a criminal record check performed by the LSP or other law enforcement provider, or by the FBI, or a copy of court records in which a conviction or plea occurred, indicating the existence of such a plea or conviction shall create a reputable presumption that such a conviction or plea exists;

c. Failure of the owner, director or any employee to report a known or suspected incident of abuse or neglect to child protection authorities;

d. Revocation or non-renewal of a previous license issued by a state or federal provider;

e. A substantial history of non-compliance with licensing statutes or standards, including but not limited to failure to take prompt action to correct deficiencies, repeated citations for the same deficiencies, or revocation or denial of any previous license issued by the department;

f. Failure to timely submit an application for renewal or to timely pay required fees; and/or

g. Operating any unlicensed facility and/or program.

3. If a license is revoked, denied or refused, a license may also be denied or refused to any affiliate of the licensee or applicant. For the purpose of this section, "affiliate" means:

a. With respect to a partnership, each partner thereof;

b. With respect to a corporation, each officer, director and stockholder thereof; and

c. With respect to a natural person: anyone related within the third degree of kinship to that person; each partnership and each partner thereof which that person or any affiliate of that person is a partner; and each corporation in which that person or any affiliate of that person is an officer, director or stockholder.

4. In the event a license is revoked or renewal is denied, (other than for cessation of business or non-operational status), or voluntarily surrendered to avoid adverse action any owner, officer, member, manager, director or administrator of such licensee shall be prohibited from owning, managing, directing or operating another licensed facility for a period of not less than two years from the date of the final disposition of the revocation or denial action. The lapse of two years shall not automatically restore a person disqualified under this provision to eligibility for employment. The department, at its sole discretion, may determine that a longer period of disqualification is warranted under the facts of a particular case.

H. Disqualification of facility and provider

1. If a facility's license is revoked or not renewed due to failure to comply with state statutes and licensing rules, the department shall not accept a subsequent application from the provider for that facility or any new facility for a minimum period of twenty-four (24) months after the effective date of revocation or non-renewal or a minimum period of twenty-four (24) months after all appeal rights have been exhausted, whichever is later (the disqualification period). Any subsequent application for a license shall be reviewed by the Secretary or her designee prior to a decision being made to grant a license. The Department reserves the right to determine, at its sole discretion, whether to issue any subsequent license.

2. Any voluntary surrender of a license by a facility facing the possibility of adverse action against its license (revocation or non-renewal) shall be deemed to be a revocation for purposes of this rule, and shall trigger the same disqualification period as if the license had actually been revoked. In addition, if the applicant has had a substantial history of non-compliance, including but not limited to revocation of a previous license, operation without a license, or denial of one or more previous applications for licensure, the department may refuse to accept a subsequent application from that applicant for a minimum period of twenty-four (24) months after the effective date of denial.

3. The disqualification period provided in this Rule shall include any affiliate of the provider.

I. Appeal Process

1. If the department refuses to grant or renew a license, if a license is revoked, the procedure will be as follows:

a. The department shall notify the licensee, or applicant in writing of the denial or revocation and the reasons for that denial or revocation and the right of appeal.

b. The program director or owner may appeal this decision by submitting a written request with the reasons to the Secretary, Department of Social Services, Bureau of Appeals, P. O. Box 2994, Baton Rouge, LA 70821-9118. This written request shall be postmarked within 15 days of the receipt of the notification in §7107.H.1 above.

c. The Division of Administrative Law shall set a hearing to be held within 30 days after receipt of such a request except as provided in the Administrative Procedures Act.

d. An administrative law judge shall conduct the hearing. Within 90 days after the date the appeal is filed, the administrative law judge shall notify the appellant in writing of the decision, either affirming or reversing the original decision. If the department's decision is upheld, the facility shall terminate operation immediately.

2. If the facility continues to operate without a license, the department may file suit in the district court in the parish in which the facility is located for injunctive relief.

J. Complaint Process

1. In accordance with RS 46:1418, the department shall investigate all complaints (except complaints concerning the prevention or spread of communicable diseases), including complaints alleging abuse or neglect, within prescribed time frames as determined by the department based on the allegation(s) of the complaint. All complaint investigation will be initiated within 30 days.

2. All complaint surveys shall be unannounced surveys.

3. A written report of any noncompliance or deficiencies will be given to the provider. The provider shall be required to submit a corrective action plan to the department for approval. The department shall specify the timeline for submitting the corrective action plan based on the areas of non-compliance cited but no later than 10 days from the date of receipt of the notification. The corrective action plan shall include a description of how the deficiency shall be corrected and the date by which corrections shall be completed. If it is determined that all areas of noncompliance or deficiencies have not been corrected, the department may revoke the license.

4. Except in cases alleging abuse or neglect, the complainant will be notified in writing of the results of the complaint investigation conducted by the office of community services (OCS) residential licensing.

5. If, because of the nature of the allegations, state law or department policy requires that the complaint be handled by another office, agency or board (including another office, agency, or board within the department), the complaint will be referred to the appropriate office, agency, or board without delay. Upon such referral, except in cases involving abuse or neglect, the complainant will be notified, in writing, of the referral.

6. The complaint procedure shall be posted conspicuously in the facility including the name, address, and telephone number of the required department units to be notified.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7109. Administration and Organization

A. General Requirements

1. The provider shall allow representatives of the department in the performance of their mandated duties to inspect all aspects of a program's functioning that impact on residents and to interview any staff

member or resident. The department representatives shall be admitted immediately and without delay, and shall be given free access to all areas of a facility, including its grounds. If any portion of a facility is set aside for private use by the facility's owner, department representatives shall be permitted to verify that no residents are present in that portion and that the private areas are inaccessible to residents. Any area to which residents have or have had access is presumed to be part of the facility and not the private quarters of the owner/operator.

2. The provider shall make any information that the provider is required to have under the present standards, and any information reasonably related to determination of compliance with these standards available to the department. The resident's rights shall not be considered abridged by this standard.

3. The provider accepting any resident who resides in another state shall show proof of compliance with the terms of the Interstate Compact on Juveniles, the Interstate Compact on the Placement of Children and the Interstate Compact on Mental Health. Proof of compliance shall include clearance letters from the compact officers of each state involved.

B. Other Jurisdictional Approvals

The provider shall comply and show proof of compliance with all relevant standards, regulations and requirements established by federal, state, local and municipal regulatory bodies including initial and annual approval by the following:

1. office of public health, sanitarian services;
2. office of the state fire marshal;
3. city fire department, if applicable;
4. local governing authority or zoning approval, if applicable; and
5. department of education, if applicable.

C. Governing Body

The provider shall have an identifiable governing body with responsibility for and authority over the policies, procedures and activities of the provider.

1. The provider shall have documents identifying all members of the governing body, their addresses, the term of their membership (if applicable), officers of the governing body (if applicable) and the terms of office of all officers (if applicable).

2. When the governing body of a provider is composed of more than one person, the governing body shall hold formal meetings at least twice a year.

3. When the governing body is composed of more than one person, a provider shall have written minutes of all formal meetings of the governing body and bylaws specifying frequency of meetings and quorum requirements.

D. Responsibilities of a Governing Body

The governing body of the provider shall:

1. Ensure the provider's compliance and conformity with the provider's charter.
2. Ensure the provider's continual compliance and conformity with all relevant federal, state, local and municipal laws and standards.
3. Ensure the provider is adequately funded and fiscally sound by reviewing and approving the provider's annual budget or cost report.
4. Ensure the provider is housed, maintained, staffed and equipped appropriately considering the nature of the provider's program.
5. Designate a person to act as program director and delegate sufficient authority to this person to manage the facility.
6. Formulate and annually review, in consultation with the Program Director, written policies and procedures concerning the provider's philosophy, goals, current services, personnel practices and fiscal management.
7. Have the authority to dismiss the program director.
8. Meet with designated representatives of the department whenever required to do so.

9. Inform designated representatives of the department prior to initiating any substantial changes in the program, services or physical plant of the provider.

E. Authority to Operate

1. A private provider shall have documentation of its authority to operate under state law.
2. A privately owned provider shall have documentation identifying the names and addresses of owners.
3. A corporation, partnership or association shall identify the names and addresses of its members and officers and shall, where applicable, have a charter, partnership agreement, constitution, and articles of association or bylaws.

F. Accessibility of Program Director

The Program Director, or a person authorized to act on behalf of the Program Director, shall be accessible to provider staff or designated representatives of the department at all times (24 hours per day, 7 days per week).

G. Statement of Philosophy and Goals

The provider shall have a written statement describing its philosophy and describing both long-term and short-term goals.

H. Policies and Procedures

The provider shall have written policies and procedures approved by the owner or governing body that address, at a minimum, the following:

- a. abuse and neglect;
- b. admission and discharge;
- c. behavior support and intervention program;
- d. complaint process;
- e. confidentiality and retention of resident records;
- f. emergency and safety;
- g. grievance process;
- h. human resources;
- i. incidents;
- j. medication management;
- k. provider services;
- l. quality improvement;
- m. resident funds;
- n. rights; and
- o. record keeping;

I. House rules and regulations

The provider shall have a clearly written list of rules and regulations governing conduct for residents in care and shall document that these rules and regulations are made available to each staff member, resident and, where appropriate, the resident's legal guardian(s).

J. Representation at Hearings. When required by law, the provider shall have a representative present at all judicial, educational or administrative hearings that address the status of a resident in care of the provider. The provider shall ensure that the resident is given an opportunity to be present at such hearings, unless prohibited by the resident's legal guardian or by his/her service plan.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7111. Provider Responsibilities

A. Human Resources

1. Policies and Procedures - The provider shall have written policies and procedures that include:
 - a. a plan for recruitment, screening, orientation, ongoing training, development, supervision, and performance evaluation of staff members to include contract services and volunteers;
 - b. written job descriptions for each staff position including volunteers;

- c. health screening of all staff in accordance with public health guidelines to include screening for tuberculosis (TB) and communicable diseases;
- d. an employee grievance process;
- e. abuse and neglect reporting procedures that require all employees to report any incidents of abuse or neglect whether that abuse or neglect is done by another staff member, a family member, a resident, or any other person; and
- f. preventing discrimination.

2. personnel requirements

a. The provider shall employ a sufficient number of qualified staff and delegate sufficient authority to such staff to perform the following functions:

- i. administrative;
- ii. fiscal;
- iii. clerical;
- iv. housekeeping, maintenance and food services;
- v. direct resident services;
- vi. record keeping and reporting;
- vii. social service; and
- viii. ancillary services

b. The provider shall ensure that all staff members are properly certified or licensed as legally required and appropriately qualified for their position.

c. Personnel can work in more than one capacity as long as they meet all of the qualifications of the position and have met the trainings requirements.

d. The provider that utilizes volunteers on a regular basis shall be responsible for the actions of the volunteers. Volunteers shall be given a copy of their job description. Volunteers shall:

- i. have orientation and training in the philosophy of the facility and the needs of residents and methods of meeting those needs;
- ii. have a criminal background check as required in R.S. 15:587.1 and R.S. 46:51.2 and as outlined in LAC 67:V:7111 5.d.;
- iii. have a completed state central registry disclosure form prepared by the department whether or not his/her name is currently recorded on the state central registry for a justified finding of abuse or neglect and he/she is the named perpetrator as required in R.S. 46.1414.1.
- iv. have three documented reference checks as required for regular paid staff.

3. Personnel Qualifications

a. program director – The program director shall meet one of the following qualifications:

i. a bachelor's degree in a human service field plus three years experience relative to the population being served. One year of administrative experience in social services may be substituted for two years of regular experience. A master's degree plus two years of social service experience may be substituted for the three years of experience. An alternative may be a bachelor of social work (BSW) degree or professional equivalent with three years experience working with residents, one year of which may be experience in administration; or

ii. a master's degree in health care administration or in a human service related field; or

iii. in lieu of a degree, six years of administrative experience in health or social services, or a combination of undergraduate education and experience for a total of six years;

b. service plan manager – the service plan manager shall have a master's degree in a human service field plus a minimum of one year with the relevant population.

c. direct care worker – the direct care worker shall be at least 19 years of age and have a high school diploma or equivalency and at least two years post-high school job experience.

4. Personnel Job Duties

a. The program director shall be responsible for:

- i. Implementing and complying with policies and procedures adopted by the governing body;

- ii. Adhering to all federal and state laws and standards pertaining to the operation of the agency;
- iii. Address areas of non-compliance identified by annual survey and complaint investigations;
- iv. Directing the program;
- v. Representing the facility in the community;
- vi. Delegating appropriate responsibilities to other staff including the responsibility of being in charge of the facility during their absence;
- vii. Recruiting qualified staff and employing, supervising, evaluating, training and terminating employment of staff;
- viii. Providing leadership and carrying supervisory authority in relation to all departments of the facility;
- ix. Providing consultation to the governing body in carrying out their responsibilities, interpreting to them the needs of residents, making needed policy revision recommendations and assisting them in periodic evaluation of the facility's services;
- x. Preparing the annual budget for the governing body's consideration, keeping the body informed of financial needs, and operating within the established budget;
- xi. Supervising the facility's management including building, maintenance and purchasing;
- xii. Participating with the governing body in interpreting the facility's need for financial support;
- xiii. Establishing effective communication between staff and residents and providing for their input into program planning and operating procedures;
- xiv. Reporting injuries, deaths and critical incidents involving residents to the appropriate authorities;
- xv. Supervising the performance of all persons involved in any service delivery/direct care to residents; and,
- xvi. Completing an annual performance evaluation of all staff. For any person who interacts with residents, a provider's performance evaluation procedures shall address the quality and quantity of their work.

b. the service plan manager shall be responsible for:

- i. supervision of the implementation of the resident's service plan;
- ii. integration of the various aspects of the resident's program;
- iii. recording of the resident's progress as measured by objective indicators and making appropriate changes/modifications;
- iv. reviewing and approving quarterly service plan reviews for the successes and failures of the resident's program, including the resident's educational program, with recommendations for any modifications deemed necessary. Designated staff may prepare these reports, but the service plan manager shall also review the reports;
- v. signing and dating all appropriate documents;
- vi. ensuring that the resident receives a periodic review and review of the need for residential placement and ensuring the timely release, whenever appropriate, of the resident to a least restrictive setting; monitoring any extraordinary restriction of the resident's freedom including use of any form of restraint, any special restriction on a resident's communication with others and any behavior management plan;
- vii. asserting and safeguarding the human and civil rights of residents and their families and fostering the human dignity and personal worth of each resident;
- viii. serving as liaison between the resident, provider, family and community during the resident's admission to and residence in the facility, or while the resident is receiving services from the provider in order to:
 - (a). assist staff in understanding the needs of the resident and his/her family in relation to each other.
 - (b). assist staff in understanding social factors in the resident's day-to-day behavior, including staff/resident relationships.
 - (c). assist staff in preparing the resident for changes in his/her living situation.

(d).help the family to develop constructive and personally meaningful ways to support the resident's experience in the facility, through counseling concerned with problems associated with changes in family structure and functioning, and referral to specific services, as appropriate.

(e). help the family to participate in planning for the resident's return to home or other community placement.

(f). ensure that residents receive all necessary medical and dental care, if needed.

(g).ensure that all residents receive timely evaluations for specialized services and timely receipt of those specialized services identified.

c. the direct care worker shall be responsible for the daily care and supervision of the resident in the living group to which they are assigned which includes:

i. protecting residents' rights;

ii. handling separation anxiety and alleviating the stress of a resident in crisis;

iii. modeling appropriate behaviors and methods of addressing stressful situations;

iv. crisis management;

v. behavior intervention and teaching of appropriate alternatives;

vi. training the resident in good habits of personal care, hygiene, eating and social skills;

vii. protecting the resident from harm;

viii. handling routine problems arising within the living group;

ix. representing adult authority to the residents in the living group and exercising this authority in a mature, firm, compassionate manner;

x. enabling the resident to meet his/her daily assignments;

xi. participating in all staff conferences regarding the resident's progress in program evaluation of service plan goals and future planning;

xii. participating in the planning of the facility's program and scheduling such program into the operation of the living group under his/ her supervision;

xiii. maintaining prescribed logs of all important events that occur during his/her tour of duty regarding significant information about the performance and development of each resident in the group;

xiv. reporting emergency medical or dental care needs to the administrative staff in a timely manner; and,

xv. reporting critical incidents to administrative staff in a timely manner.

5. Applicant Screening

a. The provider's screening procedures shall address the prospective employee's qualifications as related to the appropriate job description.

b. Prior to employment, each prospective employee shall complete an employment application. The application/résumé shall contain complete information about an applicant's education, employment history, and criminal background, including any arrests or convictions.

c. Prior to employment, each prospective employee shall complete a state central registry disclosure form prepared by the department as required in RS 46:1414.1

d. Prior to employment, a Criminal Background Check will be conducted in the manner required by RS 15:587.1. and 46:51.2.

i. The provider shall have a written policy and procedure for obtaining a criminal background check on persons as required in R.S. 15:587.1 and 46:51.2.

ii. No person, having any supervisory or other interaction with residents, shall be hired until such person has submitted his or her fingerprints to the Louisiana Bureau of Criminal Identification and Information and it has been determined that such person has not been convicted of or pled nolo contendere to a crime listed in R.S. 15:587.1(C). This shall include any employee or non-employee who performs paid or unpaid work with the provider to include independent contractors, consultants, students, volunteers, trainees, or any other associated person, as defined in these rules.

iii. Contractors hired to perform work which does not involve any contact with residents shall not be required to have a criminal background check if accompanied at all times by a staff person if residents are present in the facility.

iv. Any employee who is convicted of or has pled nolo contendere to any crime listed in R.S. 15:587.1(C) shall not continue employment after such conviction or nolo contendere plea.

6. Health Screening

a. Upon offer of employment, all staff shall be required to obtain a statement of good health signed by a physician or physician's designee. A statement of good health dated within three months prior to offer of employment or within one month after date of employment is acceptable. A health statement is required every three years.

b. All persons prior to or at time of employment shall be free of tuberculosis in a communicable state as evidenced by:

i. A negative Mantoux skin test for tuberculosis;

ii. A normal chest x-ray if the aforementioned skin test is positive; or

iii. A statement from a licensed physician certifying that the individual is non-infectious if the chest x-ray is other than normal.

c. Any employee who has a positive Mantoux skin test for TB, in order to remain employed, shall complete an adequate course of therapy as prescribed by a licensed physician or shall present a signed statement from a licensed physician stating that therapy is not indicated.

7. Orientation

a. The provider's orientation program shall include the following topics for all staff within fifteen working days of the date of employment:

i. Philosophy, organization, program, practices and goals of the provider;

ii. Specific responsibilities of assigned job duties;

iii. Administrative procedures;

iv. Emergency and Safety procedures including medical emergencies;

v. Resident Rights;

vi. Detecting and reporting suspected abuse and neglect;

vii. Infection control to include blood borne pathogens;

viii. Confidentiality; and

ix. Reporting Incidents.

b. The provider's orientation program shall provide a minimum of 24 hours of training in the following topics for all direct care staff within one week of the date of employment:

i. Implementation of service plans to include a behavior plan, when clinically indicated;

ii. Emergency and safety procedures including medical emergencies;

iii. Detecting and reporting suspected abuse and neglect;

iv. Resident rights;

v. Reporting incidents;

vi. Confidentiality;

vii. Health practices;

viii. Detecting signs of illness or dysfunction that warrant medical or nursing intervention;

ix. Basic skills required to meet the dental and health needs and problems of the residents;

x. Prohibited Practices;

xi. Behavior interventions to include crisis de-escalation and the management of aggressive behavior including acceptable and prohibited practices. No staff member shall be left unsupervised with residents until he/she has completed all required training;

xii. Use of time out, personal restraints, and seclusion that is to include a practice element in the chosen method performed by a certified trainer. No staff member shall be left unsupervised with residents until he/she has completed all required training;

- xiii. Safe self-administration and handling of all medications including psychotropic drugs, dosages and side effects;
 - xiv. Infection control to include blood borne pathogens;
 - xv. Working with people with disabilities, attending to the needs of such residents in care, including interaction with family members with disabilities; and,
 - xvi. Use of specialized services identified in Provider Services section.
- c. All new direct care staff shall receive certification in CPR and First Aid within 45 days of employment. No staff member shall be left unsupervised with residents until he/she has completed all required training.
- d. All staff shall sign a statement of understanding certifying that such training has occurred.
- e. No staff member shall be left unsupervised with residents until he/she has completed all required training.

8. Annual Training

- a. The provider shall ensure that all staff receives training on an annual basis in the following topics:
- i. Administrative procedures and programmatic goals;
 - ii. Emergency and Safety procedures including medical emergencies;
 - iii. Resident Rights;
 - iv. Detecting and reporting suspected abuse and neglect;
 - v. Infection control to include blood borne pathogens;
 - vi. Confidentiality; and
 - vii. Reporting Incidents.
- b. Direct care staff shall receive annual training to include but not be limited to the following topics:
- i. Implementation of service plans;
 - ii. Detecting and reporting suspected abuse and neglect;
 - iii. Resident Rights;
 - iv. Reporting Incidents;
 - v. Prohibited Practices;
 - vi. Health Practices;
 - vii. Emergency and Safety procedures including medical emergencies;
 - viii. Detecting signs of illness or dysfunction that warrant medical or nursing intervention;
 - ix. Basic skills required to meet the dental and health needs and problems of the residents;
 - x. Behavior interventions to include crisis de-escalation and the management of aggressive behavior including acceptable and prohibited responses;
 - xi. Use of time out, personal restraints, and, seclusion which is to include a practice element in the chosen method performed by a certified trainer;
 - xii. Safe self-administration and handling of all medication including psychotropic drugs, dosages and side effects;
 - xiii. Infection control to include blood borne pathogens;
 - xiv. Confidentiality;
 - xv. Working with people with disabilities, attending to the needs of such residents in care, including interaction with family members with disabilities;
 - xvi. Use of specialized services identified in Provider Services Section; and
 - xvii. Educational rights to include IDEA and Section 504 Accommodations.
- c. All direct care staff shall have documentation of current certification in CPR and First Aid.
- d. All staff shall sign a statement of understanding certifying that such training has occurred.
- e. The provider shall maintain sufficient information available to determine content of training. This information shall be available for review.

9. Staffing Requirements

- a. The provider shall ensure that an adequate number of qualified direct care staff is present with the residents as necessary to ensure the health, safety and well being of residents. Staff coverage shall be

maintained in consideration of the time of day, the size and nature of the provider, the ages and needs of the residents, and shall assure the continual safety, protection, direct care and supervision of residents. In addition to the required number of direct care staff, the provider shall employ a sufficient number of maintenance, housekeeping, administrative, support and management staff to ensure that direct care staff can provide direct care services.

i. The provider shall have at least one adult staff present for every six residents when residents are present and awake. Providers of individual services (therapists, tutors, etc.) shall not be included in this ratio while providing said individualized services to a specific resident or residents. Management or other administrative staff can be included in this ratio only if they are exclusively engaged in providing direct supervision of the children.

ii. The provider shall have at least one adult staff present and awake for every 12 residents when residents are present and asleep. In addition to required staff, at least one staff person shall be on call in case of emergency. Providers of individual services (therapists, tutors, etc.) shall not be included in this ratio while providing said individualized services to a specific resident or residents. Management or other administrative staff can be included in this ratio only if they are exclusively engaged in providing direct supervision of the children.

iii. When residents are at school, work or recreation outside the facility, the provider shall have a plan ensuring the availability and accessibility of direct care staff to handle emergencies or perform other necessary direct care functions.

iv. The provider utilizing live-in staff shall have sufficient relief staff to ensure adequate off duty time for live-in staff.

v. Six or more residents under two years of age shall have an additional direct care worker on duty when the residents are present to provide a staff ratio of one staff per every six residents under age two.

B. Record Keeping

1. Administrative File

a. The provider shall have an administrative file that shall contain, at a minimum, the following:

i. A written program plan describing the services and programs offered by the provider;

ii. Organizational chart of the provider;

iii. All leases, contracts and purchase-of-service agreements to which the provider is a party;

iv. Insurance policies. Every provider shall maintain in force at all times a comprehensive general liability insurance policy. This policy shall be in addition to any professional liability policies maintained by the provider and shall extend coverage to any staff member who provides transportation for any resident in the course and scope of his/her employment;

v. All written agreements with appropriately qualified professionals, or a state agency, for required professional services or resources not available from employees of the provider;

vi. Written documentation of all residents' exits and entrances from facility property not covered under summary of attendance and leave. Documentation must include, at a minimum, date, time and destination.

NOTE: The provider shall not contract with outside sources for any direct care staff, including one-on-one trainers or attendants.

2. Personnel File

a. The provider shall have a personnel file for each employee that shall contain, at a minimum, the following:

i. The application for employment, including the resume of education, training, and experience, if applicable;

ii. A criminal background check in accordance with state law;

iii. Evidence of applicable professional or paraprofessional credentials/certifications according to state law;

iv. Documentation of any state or federally required medical examinations or testing;

v. Documentation of employee's orientation and annual training received;

- vi. Employee's hire and termination dates;
 - vii. Documentation of current driver's license for operating provider or private vehicles in transporting residents;
 - viii. Annual performance evaluations to include his/her interaction with residents, family, and other providers;
 - ix. Personnel action, other appropriate materials, reports and notes relating to the individual's employment with the facility;
 - x. Annual state central registry disclosure form prepared by the department whether or not his/her name is currently recorded on the state central registry for a justified finding of abuse or neglect and he/she is the named perpetrator.
- b. Staff shall have reasonable access to his/her file and shall be allowed to add any written statement he/she wishes to make to the file at any time.
- c. The personnel file of staff shall be retained for at least three years after termination of employment.

3. Accounting File

- a. The provider shall establish a system of business management and staffing to assure maintenance of complete and accurate accounts, books and records.
- b. The provider shall ensure that all entries in records are legible, signed by the person making the entry and accompanied by the date on which the entry was made.
- c. All records shall be maintained in an accessible, standardized order and format, and shall be retained and disposed of according to state and federal law.
- d. The provider shall have sufficient space, facilities and supplies for providing effective accounting record keeping services.

4. Resident Record

- a. Active Record - The provider shall maintain a separate active record for each resident. The records shall be maintained in an accessible, standardized order and format. The records shall be current and complete and shall be maintained in the facility in which the resident resides and readily available to facility staff. The provider shall have sufficient space, facilities, and supplies for providing effective storage of records. The records shall be available for inspection by the department. Each record shall contain at least the following information:
 - i. Resident's name, date of birth, Social Security number, previous home address; sex, religion, and birthplace of the resident;
 - ii. Dates of admission and discharge;
 - iii. Other identification data including documentation of court status, legal status or legal custody and who is authorized to give consents;
 - iv. Proof of compliance with the Interstate Compact on Juveniles, the Interstate Compact on the Placement of Children and the Interstate Compact on Mental Health, when indicated. Proof of compliance shall include clearance letters from the compact officers of each state involved;
 - v. Name, address, and telephone number of the legal guardian(s), and parent(s), if appropriate;
 - vi. Name, address, and telephone number of a physician and dentist to be called in an emergency;
 - vii. Resident's authorization for routine and emergency medical care;
 - viii. The pre-admission assessment and admission assessment. If the resident was admitted as an emergency admission, a copy of the emergency admission note shall be included as well;
 - ix. Resident's history including family data, educational background, employment record, prior medical history and prior placement history;
 - x. A copy of the physical assessment report;
 - xi. Reports of assessments and of any special problems or precautions;
 - xii. Individual service plan, updates, and quarterly reviews;
 - xiii. Continuing record of any illness, injury, or medical or dental care when it impacts the resident's ability to function or impacts the services he or she needs;

- xiv. Reports of any incidents of abuse, neglect, or incidents, including use of time out, personal restraints, or seclusion;
- xv. A summary of attendance and leaves from the provider;
- xvi. A summary of court visits;
- xvii. A summary of all visitors and contacts including dates, name, relationship, telephone number, address, the nature of such visits/contacts and feedback from the family;
- xviii. A record of all personal property and funds, which the resident has entrusted to the facility;
- xix. Reports of any resident grievances and the conclusion or disposition of these reports;
- xx. Written acknowledgment that the resident has received clear verbal explanation and copies of his/her rights, the house rules, written procedures for safekeeping of his/her valuable personal possessions, written statement explaining the his/her rights regarding personal funds, and the right to examine his/her record;
- xxi. All signed informed consents; and
- xxiii. A discharge summary.

b. Confidentiality and Retention of Resident Records

i. The provider shall have written policies and procedures for the maintenance, security and retention of records. The provider shall specify who shall supervise the maintenance of records, who shall have custody of records, and to whom records may be released and disposition or destruction of closed service record materials. Records shall be the property of the provider, and the provider, as custodian, shall secure records against loss, tampering or unauthorized use or access.

ii. The provider shall maintain the confidentiality of all residents' records to include all court related documents, as well as, educational and medical records. Every employee of the provider has the obligation to maintain the privacy of the resident and his/her family and shall not disclose or knowingly permit the disclosure of any information concerning the resident or his/her family, directly or indirectly, to other residents in the facility or any other unauthorized person.

iii. When the resident is of majority age and not interdicted, a provider shall obtain the resident's written, informed permission prior to releasing any information from which the resident or his/her family might be identified, except for authorized state and federal agencies.

iv. When the resident is a minor or is interdicted, the provider shall obtain written, informed consent from the legal guardian(s) prior to releasing any information from which the resident might be identified, except for accreditation teams and authorized state and federal agencies.

v. The provider shall, upon written authorization from the resident or his/her legal guardian(s), make available information in the record to the resident, his/her counsel or the resident's legal guardian(s). If, in the professional judgment of the administration of the provider, it is felt that information contained in the record would be injurious to the health or welfare of the resident, the provider may deny access to the record. In any such case, the provider shall prepare written reasons for denial to the person requesting the record and shall maintain detailed written reasons supporting the denial in the resident's file.

vi. The provider may use material from the resident's' records for teaching and research purposes, development of the governing body's understanding and knowledge of the provider's services, or similar educational purposes, provided names are deleted, other identifying information are disguised or deleted, and written authorization is obtained from the resident or his/her legal guardian(s).

vii. All records shall be retained and disposed of in accordance with state and federal laws.

viii. The facility must maintain the original records in an accessible manner for a period of five years following the death or discharge of a resident.

ix. In the event of a change of ownership, the resident records shall remain with the facility.

x. If the facility closes, the owner of the facility within the state of Louisiana shall store the resident records for five years.

xi. The provider is responsible for training all staff at least annually in confidentiality of information and records.

5. Staff Communication. The provider shall establish procedures to assure adequate communication among staff to provide continuity of services to the resident. This system of communication shall include recording and sharing of daily information noting unusual circumstances, individual and group problems of residents, and other information requiring continued action by staff. Documentation shall be legible, signed and dated by staff.

C. Incidents

1. Critical Incidents. The provider shall have written policies and procedures for documenting, reporting, investigating and analyzing all critical incidents.

a. The provider shall report any of the following critical incidents to the Child Protection Unit located in the parish in which the facility is located. The Child Protection Unit shall be responsible for notifying the OCS Residential Licensing unit, when it is identified that a potential non-compliance of a licensing standard has occurred.

- i. Abuse
- ii. Neglect
- iii. Injuries of unknown origin; or
- iv. Death.

b. The provider shall report any of the following critical incidents to the OCS residential licensing unit.

i. Attempted suicide;

ii. Serious threat or injury to the resident's health, safety or well-being, i.e. elopement or unexplained absence of a resident;

- iii. Injury with substantial bodily harm while in seclusion or during use of personal restraint; or
- iv. Unplanned hospitalizations.

c. The program director or designee shall:

i. Immediately verbally notify the legal guardian of the incident;

ii. Immediately verbally notify the appropriate law enforcement authority in accordance with state law;

iii. Submit the mandated critical incident report form within 24 hours of the incident to the appropriate unit as identified above based on the type of critical incident;

iv. Submit a final written report of the incident, if indicated, to the appropriate unit identified above base on the type of critical incident as soon as possible but no later than five working days;

v. Submit a final written report of the incident to the legal guardian as soon as possible but no later than five working days; and

vi. Conduct an analysis of the incident and take appropriate corrective steps to prevent future incidents from occurring.

vii. Maintain copies of any written reports or notifications in the resident's record.

2. Other Incidents - The provider shall have written policies and procedures for documenting, reporting, investigating and analyzing all documenting, reporting, investigating and analyzing all other accidents, incidents and other situations or circumstances affecting the health, safety or well-being of a resident or residents.

a. The provider shall initiate a detailed report of any other unplanned event or series of unplanned events, accidents, incidents and other situations or circumstances affecting the health, safety or well-being of a resident or residents excluding those identified in C.1.a. above within 24 hours of the incident. At a minimum, the incident report shall contain the following:

- i. Date and time the incident occurred;
- ii. A brief description of the incident;
- iii. Where the incident occurred;
- iv. Any resident or staff involved in the incident;
- v. Immediate treatment provided, if any;
- vi. Symptoms of pain and injury discussed with the physician;

- vii. Signature of the staff completing the report;
 - viii. Name and address of witnesses;
 - ix. Date and time the legal guardian was notified;
 - x. Any follow-up required;
 - xi. Preventive actions to be taken in the future; and
 - xii. Any documentation of supervisory and administrative reviews.
- b. A copy of all written reports shall be maintained in the resident's record.

D. Abuse and Neglect

1. The provider shall have a written policy and procedure for detecting and reporting suspected abuse or neglect that:

- a. Describes communication strategies used by the provider to maintain staff awareness of abuse prevention, current definitions of abuse and neglect, mandated reporting requirements to the child protection agency and applicable laws;
- b. Ensures the resident is protected from potential harassment during the investigation;
- c. Addresses when an examination by a medical professional is indicated;
- d. Ensures that any staff member who abuses or neglects a resident will be disciplined;
- e. Ensures the staff member involved in the incident does not work directly with the resident involved in the program until an internal investigation is conducted by the facility or the child protection unit makes an initial report.
- f. Ensures the staff member that may have been involved in the incident is not involved in conducting the investigation.
- g. Ensures that confidentiality of the incident is protected.

2. Any case of suspected resident abuse or neglect shall be reported according to the guidelines outlined in section C.1.a. Critical Incidents.

E. Grievance Process

1. The provider shall have a written policy and procedure, which establishes the right of every resident and the resident's legal guardian(s) to file grievances without fear of retaliation.

2. The written grievance procedure shall include, but not be limited to:

- a. A formal process for the resident and the resident's legal guardian(s) to file grievances that shall include procedures for filing verbal, written or anonymous grievances.
- b. A formal appeals process for grievances.
- c. A formal appeals process for grievance in a timely manner not to exceed 10 days of the receipt of the grievance.

3. the provider shall document that the resident and the resident's legal guardian(s) are aware of and understand the grievance and complaint policy and procedure and have been provided a written copy.

4. The provider shall maintain a log documenting all verbal, written or anonymous grievances filed.

5. Documentation of any resident's or resident's legal guardian(s) grievance and the conclusion or disposition of these grievances shall be maintained in the resident's record. This documentation shall include any action taken by the provider in response to the grievance and any follow up action involving the resident.

F. Quality Improvement

1. The provider shall have a written policy and procedure for maintaining a quality improvement program to include:

- a. Systematic data collection and analysis of identified areas that require improvement;
- b. Objective measures of performance;
- c. Periodic review of resident records;
- d. Quarterly review of incidents and the use of personal restraints and seclusion to include documentation of the date, time and identification of residents and staff involved in each incident; and
- e. Implementation of plans of action to improve in identified areas.

2. Documentation related to the quality improvement program shall be maintained for at least two years.

G. Family Involvement

The provider shall have written strategies to foster ongoing positive communication and contact between children and their families, their friend and others significant in their lives.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7113. Admission and Discharge

A. Admission

1. Policies and Procedures

a. The provider shall have written policies and procedures that shall include, at a minimum, the following information regarding an admission to the facility:

- i. The application process and the possible reasons for rejection of an application;
- ii. Pre-admission screening assessment;
- iii. The age and sex of residents to be served;
- iv. The needs, problems, situations or patterns best addressed by the provider's program;
- v. Criteria for admission;
- vi. Authorization for care of the resident;
- vii. Authorization to obtain medical care for the child;
- viii. Criteria for discharge;

ix. Procedures for insuring that placement within the program are the least restrictive alternative, appropriate to meet the resident's needs.

b. No resident shall be admitted unless the provider has first complied with all applicable provisions of the Interstate Compact on Juveniles, the Interstate Compact on Placement of Children and the Interstate Compact on Mental Health. Proof of such prior compliance shall be obtained prior to admission and shall be kept in the resident's file.

c. When refusing admission to a resident, the provider shall notify the referring party of the reason for refusal of admission in writing. If his/her parent(s) or legal guardian(s) referred the resident, he/she shall be provided written reasons for the refusal. Copies of the written reasons for refusal of admission shall be kept in the provider's administrative file.

2. Pre-admission screening

a. The provider shall receive an assessment of the applicant prior to admission that identifies services that are necessary to meet the resident's needs and verifies that the resident cannot be maintained in a less restrictive environment within the community. This assessment shall be maintained in the resident's record. The initial screening shall assess the applicant's needs and appropriateness for admission and shall include the following:

i. Emergency/Unplanned Admission – The provider is required to obtain the following information in the event of an emergency admission:

(a). Current health status and any emergency medical needs, mental health and/or substance abuse issues;

(b). allergies;

(c). chronic illnesses or physical disabilities;

(d). current medications and possible side effects;

(e). any medical illnesses or condition that would prohibit or limit the resident's activity or behavior plan; and

(f). proof of legal custody or placing agency agreement

ii. Planned Admission – Information required within 3 business days:

(a). allergies;

(b). current medications and possible side effects;

(c). other therapies or ongoing treatments;

(d). current health status to include mental health and/or substance abuse issues;

(e). any medical illnesses or condition that would prohibit or limit the resident's activity or behavior plan;

(f). family information;

(g). education information;

(h). proof of legal custody or placing agency agreement; and

(i). chronic illnesses or physical disabilities.

3. Admission Assessment

a. An admission assessment shall be completed within three business days of admission to determine the service needs and preferences of the resident. This assessment shall be maintained in the resident's record. Information gathered from this assessment shall be used to develop a service plan for the resident. Information gathered during the pre-screening assessment that is applicable can be used for the admission assessment and shall include the following:

i. allergies;

ii. current medications and possible side effects;

iii. other therapies or ongoing treatments;

iv. current health status;

v. any medical illnesses or condition that would prohibit or limit the resident's activity or behavior plan; and

vi. family history.

b. within thirty days of admission, the provider shall evaluate the following information:

i. mental health screening;

ii. assessment of family functioning;

iii. psychological, developmental, vocational or educational assessment, as appropriate (not over one year old); and

iv. immunization record.

B. Service Plan

1. Within fifteen days of admission, the provider, with input from the resident, his/her parents, if appropriate and legal guardian shall develop an interim service plan using information gathered from the pre-admission assessment and the admission assessment. This interim service plan shall include:

a. the services required to meet the resident's needs;

b. the scope, frequency, and duration of services;

c. monitoring that will be provided; and

d. who is responsible for providing the services, including contract or arranged services.

2. Within 30 days of admission, the provider shall ensure that a resident has an individual service plan developed that will be comprehensive, time limited, goal oriented and address the needs of the resident. The service plan shall include the following components:

a. a statement of goals to be achieved for the resident and his/her family;

b. plan for fostering positive family relationships for the resident, when appropriate;

c. schedule of the daily activities including training/education for residents and recreation to be pursued by the program staff and the resident in attempting to achieve the stated goals;

d. any specific behavior management plan;

e. any specialized services provided directly or arranged for will be stated in specific behavioral terms that permit the problems to be assessed, and methods for insuring their proper integration with the resident's ongoing program activities;

f. any specific independent living skills needed by the resident which will be provided or obtained by the facility staff;

g. overall goals and specific objectives that are time limited;

h. methods for evaluating the resident's progress;

i. use of community resources or programs providing service or training to that resident, and shall involve representatives of such services and programs in the service planning process whenever feasible and

appropriate. Any community resource or program involved in a service plan shall be appropriately licensed or shall be a part of an approved school program;

j. any restriction to residents' "rights" deemed necessary to the resident's individual service plan. Any such restriction shall be expressly stated in the service plan, shall specifically identify the right infringed upon, and the extent and duration of the infringement, and shall specify the reasons such restriction is necessary to the service plan, and the reasons less restrictive methods cannot be employed;

k. goals and preliminary plans for discharge;

l. identification of each person responsible for implementing or coordinating implementation of the plan.

3. The service plan shall be developed by an interdisciplinary team including, but not limited to, the following:

a. service plan manager;

b. representatives of the direct care staff working with the resident on a daily basis;

c. the resident;

d. the resident's parent(s), if indicated;

e. the resident's legal guardian(s); and

f. any other person(s) significantly involved in the resident's care on an ongoing basis.

4. All team participants shall sign the completed service plan.

5. The service plan shall be monitored by the team on an ongoing basis to determine its continued appropriateness and to identify when a resident's condition or preferences have changed. A team meeting shall be held at least quarterly.

6. The provider shall ensure that all persons working directly with the resident are appropriately informed of the service plan and have access to information from the resident's records that is necessary for effective performance of the employee's assigned tasks.

7. The provider shall document that the resident, parent(s), where applicable, and the legal guardian have been invited to participate in the planning process. When they do not participate, the provider shall document the reasons for nonparticipation.

8. All service plans including quarterly reviews shall be maintained in the resident's record.

C. Discharge

1. The provider shall have a written policy and procedure for all discharges. The discharge procedure shall include at least the following:

a. projected date of discharge;

b. responsibilities of each party (provider, resident, family) with regard to the discharge and transition process;

c. transfer of any pertinent information regarding the resident's stay at the facility; and

d. follow-up services, if any and the responsible party.

2. Emergency discharges initiated by the provider shall take place only when the health and safety of a resident or other residents might be endangered by the resident's further stay at the facility. The provider shall have a written report detailing the circumstances leading to each unplanned discharge.

3. When a resident is discharged, the provider shall compile a complete written discharge summary within 30 days of discharge. The discharge summary is to be kept in the resident's record and shall include:

a. the name and home address of the resident, the resident's parent(s), where appropriate, and the legal guardian(s);

b. the name, address and telephone number of the provider;

c. the reason for discharge and, if due to resident's unsuitability for provider's program, actions taken to maintain placement;

d. a summary of services provided during care including medical, dental and health services;

e. a summary of the resident's progress and accomplishments during care;

f. the assessed needs that remain to be met and alternate service possibilities that might meet those needs.

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HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7115. Resident Protection

A. Rights

1. Provider Responsibility

a. the provider shall have written policies and procedures that ensure each resident's rights are guaranteed and protected.

b. none of the resident's rights shall be infringed upon or restricted in any way unless such restriction is necessary to the resident's individual service plan. When individual rights restrictions are implemented, the provider shall clearly explain and document any restrictions or limitations on those rights, the reasons that make those restrictions medically necessary in the child's individual service plan and the extent and duration of those restrictions. The documentation shall be signed by provider staff, the child and the child's legal guardian(s) or

parent(s), if indicated. No service plan shall restrict the access of a resident to legal counsel or restrict the access of state or local regulatory officials to a resident.

c. children with disabilities have the rights guaranteed to them under the Americans with Disabilities Act (ADA), 42 U.S.C. §12101 *et seq.* and regulations promulgated pursuant to the ADA, 28 C.F.R. Parts 35 and 36 and 49 C.F.R. Part 37; §504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and regulations promulgated pursuant thereto, including 45 C.F.R. Part 84. These include the right to receive services in the most integrated setting appropriate to the needs of the individual; to obtain reasonable modifications of practices, policies, and procedures where necessary (unless such modifications constitute a fundamental alteration of the provider's program or pose undue administrative burdens); to receive auxiliary aids and services to enable equally effective communication; to equivalent transportation services; and to physical access to a provider's facilities.

d. each child shall be fully informed of these rights and of all rules and regulations governing residents' conduct and responsibilities, as evidenced by written acknowledgment, at the time of admission of the receipt of a copy of children's rights, and when changes occur.

e. each child's record shall contain a copy of the written acknowledgment, which shall be signed and dated by the Program Director, or designee, and the child and/or his or her legal guardian.

2. Privacy

a. a child has the right to personal privacy and confidentiality. Any records and other information about the child shall be kept confidential and released only with the child's or legal guardian's expressed written consent or as required by law;

b. a child shall not be photographed or recorded without the express written consent of the child and the child's legal guardian(s). All photographs and recordings shall be used in a manner that respects the dignity and confidentiality of the child.

c. a child shall not participate in research projects without the express written consent of the child and the child's legal guardian(s).

d. a child shall not participate in activities related to fundraising and publicity without the express written consent of the child and the child's legal guardian(s).

3. Contact with family and collaterals

a. a child has the right to consult freely and have visits with his/her family (including but not limited to his or her mother, father, grandparents, brothers, and sisters), legal guardian(s) and friends subject only to reasonable rules. Special restrictions shall be imposed only to prevent serious harm to the child. The reasons for any special restrictions shall be recorded in the child's service plan and explained to the child and his or her family. The service plan manager shall review the special restrictions every 30 days and, if restrictions are renewed, the reasons for renewal shall be recorded in the child's service plan. No service plan shall restrict home visits without approval from the legal guardian.

b. a child has the right to telephone communication. The provider shall allow a child to receive and place telephone calls in privacy subject only to reasonable rules and to any specific restrictions in the child's service plan. The service plan manager shall formally approve any restriction on telephone communication in a child's service plan. The service plan manager shall review the special restrictions every 30 days and, if restrictions are renewed, the reasons for renewal shall be recorded in the child's service plan. The cost for long distance calls shall not exceed the usual and customary charges of the local phone company provider. There shall be no restrictions on communication between a child and the child's legal counsel.

c. a child has the right to send and receive mail. The provider shall allow children to receive mail unopened, uncensored and unread by staff unless contraindicated by the child's service plan. The service plan manager shall review this restriction every 30 days. No service plan shall restrict the right to write letters in privacy and to send mail unopened, uncensored and unread by any other person. Correspondence from a child's legal counsel shall not be opened, read or otherwise interfered with for any reason. Children shall have access to all materials necessary for writing and sending letters and, when necessary, shall receive assistance.

d. a child has the right to consult freely and privately with legal counsel, as well as, the right to employ legal counsel of his/her choosing.

e. a child has the right to communicate freely and privately with state and local regulatory officials.

4. Safeguards

a. a child has the right to file grievances without fear of reprisal as provided in the Grievances section of these Standards.

b. a child has the right to be free from mental, emotional, and physical abuse and neglect and be free from chemical or mechanical restraints. Any use of personal restraints shall be reported to the child's legal guardians(s).

c. a child has the right to live within the least restrictive environment possible in order to retain their individuality and personal freedom.

d. children shall not be subjected to corporal punishment or cruel, severe, unusual, degrading or unnecessary punishment.

5. Civil Rights

a. a child's civil rights shall not be abridged or abrogated solely as a result of placement in the provider's program.

b. a child shall not be denied admission, segregated into programs or otherwise subjected to discrimination on the basis of race, color, religion, national origin, sexual orientation, physical limitations, political beliefs, or any other non-merit factor. Facilities must comply with the requirements of the Americans With Disabilities Act, 42 U.S.C. §12101 *et seq.* (ADA).

6. Participation in Program Development.

a. a child has the right to refuse treatment.

b. a child has the right to be treated with dignity in the delivery of services.

c. a child has the right to receive preventive, routine and emergency health care according to individual need and that will promote his or her growth and development.

d. a child has the right to be involved, as appropriate to age, development and ability, in assessment and service planning.

e. a child has the right to consult with clergy and participate in religious services in accordance with his/her faith, but shall not be forced to attend religious services. The provider shall have a written policy of its religious orientation, particular religious practices that are observed and any religious restrictions on admission. This description shall be provided to the child and the child's legal guardian(s). When appropriate, the provider shall determine the wishes of the legal guardian(s) with regard to religious observance and make every effort to ensure that these wishes are carried out. The provider shall, whenever possible, arrange transportation and encourage participation by those children who desire to participate in religious activities in the community.

B. Prohibited Practices

The provider shall have a written list of prohibited practices by staff members. Staff members shall not be allowed to engage in any of the prohibited practices. Staff shall not promote or condone these prohibited practices between residents. This list shall include the following:

- a. use of a chemical or mechanical restraint
 - b. corporal punishment such as slapping, spanking, paddling or belting
 - c. marching, standing or kneeling rigidly in one spot
 - d. any kind of physical discomfort except as required for medical, dental or first aid procedures necessary to preserve the resident's life or health;
 - e. denial or deprivation of sleep or nutrition except under a physician's order
 - f. denial of access to bathroom facilities
 - g. verbal abuse, ridicule or humiliation, shaming or sarcasm;
 - h. withholding of a meal, except under a physician's order;
 - i. requiring a resident to remain silent for a long period of time;
 - j. denial of shelter, warmth, clothing or bedding;
 - k. assignment of harsh physical work;
 - l. punishing a group of residents for actions committed by one or a selected few
 - m. withholding family visits
 - n. extensive withholding of emotional response;
 - o. denial of school services and denial of therapeutic services.
 - p. other impingements on the basic rights of children for care, protection, safety, and security
2. The resident, where appropriate, and the resident's legal guardian(s) shall receive a list of the prohibited practices. There shall be documentation of acknowledgement of receipt of the list of prohibited practices by the resident and, where appropriate, the resident's legal guardian(s) in the resident's record.
 3. A list of prohibited practices shall be posted in the facility.

C. Behavior Support and Intervention Program

1. The provider shall have a behavior support and intervention program that:
 - a. describes the provider's behavior support philosophy;
 - b. safeguards the rights of residents, families, and staff;
 - c. governs allowed and prohibited practices; and
 - d. designates oversight responsibilities.
2. The provider shall have written policies and procedures that include, but are not limited to:
 - a. a behavior support and intervention model consistent with the provider's mission;
 - b. proactive and preventive practices;
 - c. development of behavior support plans for residents;
 - d. prohibited behavior intervention practices;
 - e. restrictive practices, if any, that are allowed and circumstances when they can be used;
 - f. physical interventions to be used, if any;
 - g. informed consent of legal guardians for use of behavior support and interventions; and
 - h. oversight process.
3. The provider shall develop, with the participation of the resident and his/her legal guardian or family, an individualized behavior support plan for each resident receiving service. Information gathered from the pre-admission assessment and the admission assessment will be used to develop the plan. The plan shall include, at a minimum, the following:
 - a. identification of the resident's triggers;
 - b. the resident's preferred coping mechanisms;
 - c. techniques for self-management;
 - d. anger and anxiety management options for calming;
 - e. a review of previously successful intervention strategies;
 - f. a summary of unsuccessful behavior management strategies;
 - g. identification of the resident's specific targeted behaviors;

- h. behavior intervention strategies to be used;
 - i. the restrictive interventions to be used, if any;
 - j. physical interventions to be used, if any; and
 - k. specific goals and objectives that address target behaviors requiring physical intervention.
4. An informed consent shall be obtained from the legal guardian for the use of any restrictive intervention.
5. There shall be a system in place that monitors the effectiveness of behavior support and interventions implemented.
6. All persons implementing physical interventions shall be trained and certified in behavior management under a national accredited method.
7. Participation by the resident, family and the resident's legal guardian(s) in the development and review of the behavior support plan shall be documented in the resident's record.
8. There shall be documentation of written consent to the behavior support plan by the resident and the resident's legal guardian(s) in the resident's record.

D. Time-Out

1. The provider shall have a written policy and procedure that governs the use of time-out to include the following:
- a. any room used for time out shall be unlocked and the child shall, at all times, be free to leave if he or she chooses.
 - b. time-out procedures shall be used only when less restrictive measures have been used without effect. There shall be written documentation of less restrictive measures used in the resident's record.
 - c. emergency use of time-out shall be approved by the service plan manager or Program Director for a period not to exceed one hour;
 - d. time-out used in an individual behavior support plan shall be part of the overall service plan.
 - e. the plan shall state the reasons for using time-out and the terms and conditions under which time-out will be terminated or extended, specifying a maximum duration of the use of the procedure that shall under no circumstances exceed two hours;
 - f. staff shall make periodic checks but at least every 15 minutes while the resident is in time-out.
 - g. the resident shall be allowed to return to the daily milieu at any time he/she has regained control of his/her behavior and is ready to participate in the group activities.
 - h. a resident in time-out shall not be denied access to bathroom facilities, water or meals.
 - i. after each use of time out, the staff shall document the incident and place in the resident's record.
 - j. an administrative review of the incident by the program director or other facility management staff will be conducted to include an analysis of specific precipitating factors and strategies to prevent future occurrences.

E. Personal Restraints

1. The provider shall have a written policy and procedure that governs the use of personal restraints.
2. Use of personal restraint shall never be used as a form of punishment, a form of discipline, in lieu of adequate staffing, as a replacement of active treatment or for staff convenience.
3. Written documentation of any less restrictive measures attempted shall be documented in the resident's record.
4. A personal restraint shall be used only in an emergency when a resident's behavior escalates to a level where there is imminent risk of harm to the resident or others and other de-escalation techniques have been attempted without effect. The emergency use of personal restraints shall not exceed the following:
- a. 30 minutes for a resident under nine years old; or
 - b. one hour for a resident nine years old or older
5. The specific maximum duration of the use of personal restraints may be exceeded if a written continuation order before the end of the time period is obtained from a licensed psychiatrist, psychologist or physician with written clinical justification. The maximum time for use of personal restraints shall be 12 hours.

6. During any personal restraint, staff qualified in emergency behavior intervention must monitor the resident's breathing and other signs of physical distress and take appropriate action to ensure adequate respiration, circulation, and overall well-being. If available, staff that is not restraining the resident should monitor the resident. The resident must be released immediately when an emergency health situation occurs during the restraint. Staff must obtain treatment immediately.

7. The resident must be released as soon as the resident's behavior is no longer a danger to himself or others.

8. Restraints are only to be used by employees trained by a certified trainer under a program that is on a State-recognized list of nationally accredited programs. A single person restraint can only be initiated in a life-threatening crisis. Restraint by a peer is prohibited. Staff performing a personal restraint on a resident with specific medical conditions must be trained on risks posed by such conditions.

9. As soon as possible after the use of a personal restraint, the provider shall provide and document debriefing. Separate debriefing meetings must be held with senior staff and the staff members(s) involved, the resident involved, witnesses to the event, and family members, if indicated.

10. After use of a personal restraint, the staff shall document the incident and place in the resident's record.

11. An administrative review of the incident by the program director or other facility management staff will be conducted to include an analysis of specific precipitating factors and strategies to prevent future occurrences.

12. All incidents of personal restraint use shall be trended in the quality improvement program. A summary report on the use of personal restraints will be prepared and submitted to OCS residential licensing on a quarterly basis.

13. The resident's legal guardian and the OCS child protection unit in the parish in which the facility is located shall be notified if injury or death occurs during restraint use as outlined in the "Critical Incident" section.

14. In the event a death occurs during the use of a personal restraint, the facility shall conduct a review of its personal restraint policies and practices and retrain all staff in the proper techniques and in methods of de-escalation and avoidance of personal restraint use.

15. The resident, where appropriate, and the resident's legal guardian(s) shall receive a list of the prohibited practices. There shall be documentation of acknowledgement of receipt of the list of prohibited practices by the resident and, where appropriate, the resident's legal guardian(s) in the resident's record.

16. A list of prohibited practices shall be posted in the facility.

F. Seclusion

1. The provider shall have a written policy and procedure that governs the use of seclusion.

2. Use of seclusion shall never be used as a form of punishment, a form of discipline, in lieu of adequate staffing, as a replacement of active treatment or for staff convenience.

3. A resident will be placed in a seclusion room only in an emergency, when there is imminent risk of harm to the resident or others and when less restrictive measures have been used without effect. Written documentation of the less restrictive measures attempted shall be documented in the resident's record. The emergency use of seclusion shall not exceed the following:

- a. 1 hour for a resident under nine years old; or
- b. 2 hours for a resident nine years old or older.

4. The specific maximum duration of the use of seclusion may be exceeded if a written continuation order before the end of the time period is obtained from a licensed psychiatrist, psychologist, or physician with written clinical justification. The maximum time for use of seclusion shall be 12 hours.

5. A staff member shall exercise direct physical observation of the resident at all times while in seclusion. During the seclusion, the staff must monitor the resident's physical well being for physical distress and take appropriate action, when indicated. The resident must be released immediately when an emergency health situation occurs during the seclusion and staff must obtain treatment immediately. The staff member

must assess the resident's psychological well-being to insure that the intervention is being completed in a safe and appropriate manner and that the facility's policies and procedures are being upheld.

6. Seclusion used as part of an individual behavior support plan shall state the reasons for using seclusion and the terms and conditions under which seclusion shall be terminated or extended.

7. A resident in seclusion shall not be denied access to bathroom facilities, water or meals.

8. As soon as possible after the use of seclusion, the provider shall provide and document debriefing. Separate debriefing meetings must be held with senior staff and the staff members(s) involved, the resident involved, witnesses to the event, and family members, if indicated.

9. After use of seclusion, the staff shall document the incident and place in the resident's record.

10. An administrative review of the incident by the program director or other facility management staff will be conducted to include an analysis of specific precipitating factors and strategies to prevent future occurrences.

11. All incidents of seclusion shall be trended in the quality improvement program. A summary report on the use of seclusion will be prepared and submitted to OCS residential licensing on a quarterly basis.

12. The resident's legal guardian and the OCS child protection unit in the parish in which the facility is located shall be notified if injury or death occurs while the resident is in seclusion.

13. In the event a death occurs during the use of seclusion, the facility shall conduct a review of its seclusion policies and practices and retrain all staff in the proper use of seclusion and in methods of de-escalation and avoidance of seclusion.

14. The resident, where appropriate, and the resident's legal guardian(s) shall receive a list of the prohibited practices. There shall be documentation of acknowledgement of receipt of the list of prohibited practices by the resident and, where appropriate, the resident's legal guardian(s) in the resident's record.

15. Seclusion Room

a. the resident shall be unable to voluntarily leave the room.

b. the room shall be large enough to allow easy access for staff to enter and exit and deep enough to ensure that the person being secluded cannot keep the door from closing by blocking it with the body or an object.

c. the ceiling of the seclusion room shall be unreachable and of solid construction.

d. if there are windows in the seclusion room, they should be locked with security locks and not allowed to open to the outside. Safety glass or plastic that cannot be broken shall be used for the panes. The view from the door observation window must not be obstructed.

e. the inside walls of the seclusion room shall be smooth and capable of withstanding high impact. Nothing can protrude or extend from the wall.

f. the door of the room shall be a security rated door, shall be able to withstand high impact and stress and shall swing outward to prevent a person from blocking the door from opening and thus barricading himself in the room.

G. Prohibited Personal Restraint and Seclusion Practices

1. The provider shall have a written list of prohibited practices by staff members. This list shall include the following:

a. pain compliance, slight discomfort, trigger points, pressure points, or any pain inducing techniques;

b. hyperextension of any body part beyond normal limits;

c. joint or skin torsion;

d. pressure or weight on head, chest, lungs, sternum, diaphragm, back, or abdomen, causing chest compression;

e. straddling or sitting on any part of the body;

f. any maneuver that puts pressure, weight or leverage into or on the neck or throat, on any artery or on the back of the person's head or neck;

g. any position or maneuver that obstructs or restricts circulation of blood or obstructs an airway;

h. any type of choking, hand chokes, arm chokes or sleeper hold;

- i. any type of head hold where the head is used as a lever to control movement of other body parts or any type of full or half nelson or head lock;
 - j. any technique that involves mouth, nose, eyes or any part of the face or covering the face or body;
- and
- k. any maneuver that involves punching, hitting, poking, pinching or shoving.

2. The resident and, where appropriate, the resident's legal guardian(s) shall receive a list of the prohibited practices. There shall be documentation of acknowledgement of receipt of the list of prohibited practices by the resident and, where appropriate, the resident's legal guardian(s) in the resident's record.

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HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7117. Provider Services

A. Education

1. The provider shall have written policies and procedures to ensure that each resident has access to the most appropriate educational services consistent with the resident's abilities and needs, taking into account his/her age and level of functioning.

2. The provider shall ensure that educational records from the resident's previous school are transferred to the resident's new educational placement timely.

3. A resident's service plan shall identify if the resident has any disabilities. Residents with disabilities shall be identified to the local education agency. If the resident is eligible for Individual with Disabilities Education Act (IDEA) services, the provider shall work with the legal guardian to ensure that he or she has a current educational evaluation, an appropriate Individualized Educational Plan (IEP), and surrogate parent to assist him or her in enforcing rights under the IDEA. If the resident is eligible for Section 504 accommodations, the provider shall work with the legal guardian.

4. If a resident is suspected of having a disability that would qualify him or her for special education services, the provider shall work with the legal guardian to ensure that a request for a special education evaluation is made and that the local education agency responds appropriately.

5. The provider shall work with the legal guardian and, where applicable, surrogate parent, to identify any deficiencies or problems with a resident's IEP or individualized accommodations plan (IAP), and to ensure that the resident's IEP or IAP is being implemented by the local education agency.

6. All residents of school age shall be enrolled in and attending the least restrictive available option of either a school program approved by the Department of Education or an alternative educational program approved by the local school board within 3 school days of admission to the facility.

7. The provider shall ensure residents have access to vocational training, GED programs and other alternative educational programming, if appropriate.

8. The provider shall coordinate residents' participation in school-related extra curricular activities, including any related fees or costs for necessary equipment.

9. The provider shall notify the resident's legal guardian(s) and, where applicable, the resident's surrogate parent, verbally and in writing within 24 hours of any truancy, expulsion, suspension, or informal removal from school. Notification shall be documented in the resident's record.

B. Milieu (Daily Living) Services

1. Routines

a. the provider shall have a written schedule of daily routines for residents designed to provide for reasonable consistency and timeliness in daily activities, in the delivery of essential services to residents and in the provision of adequate periods of recreation, privacy, rest and sleep.

b. written schedules of daily routines shall be posted and available to the residents.

c. daily routines shall be determined in relation to the needs and convenience of the residents who live together.

d. whenever appropriate, the residents shall participate in making decisions about schedules and routines.

e. the program for daily routines shall be reviewed periodically and revised as the needs of the residents or living group change.

2. Personal Possessions

a. the provider shall allow a resident to bring his/her personal possessions and display them, when appropriate.

b. residents shall be allowed to acquire possessions of his/her own in accordance with the resident's service plan. The provider may, as necessary, limit or supervise the use of these items. Where restrictions are imposed, the resident shall be informed by staff of the reason of the restriction. The decision and reason shall be recorded in the resident's record.

c. each resident shall have a secure place to store his/her personal property.

d. possessions confiscated by staff will be documented to include:

i. signature of the staff and resident;

ii. date and time of confiscation; and

iii. date and time when returned to resident.

e. the provider shall be responsible for all confiscated items, including replacement if the item is damaged, lost or stolen while in the provider's possession.

f. a log of any valuable personal possessions to include any assistive devices, i.e. hearing aide, glasses, etc., shall be maintained by the provider.

3. Clothing and Personal Appearance

a. the provider shall ensure that residents are provided with clean, well-fitting clothing appropriate to the season and to the resident's age, sex and individual needs. Whenever possible, the resident should be involved in selecting their clothing.

b. the provider shall have a written policy concerning any limitations regarding personal appearance. Any limitations should be related to maintaining the safety and well being of the residents receiving services.

c. clothing and shoes shall be of proper size and adequate in amount to permit laundering, cleaning and repair.

d. clothing shall be maintained in good repair.

e. clothing shall belong to the individual resident and not be required to be shared.

f. all clothing provided to a resident shall remain with the resident upon discharge.

g. the provider shall ensure residents have access to adequate grooming services, including haircuts.

4. Independent Life Training

a. The provider shall have a program to ensure that residents receive training in independent living skills appropriate to their age and functioning level. Individualized independent life training goals shall be included in each resident's service plan.

b. This program shall include but not be limited to instruction in:

i. health and dental care, hygiene and grooming;

ii. family life;

iii. sex education including family planning and venereal disease counseling;

iv. laundry and maintenance of clothing;

v. appropriate social skills;

vi. housekeeping;

vii. use of transportation;

viii. budgeting and shopping;

ix. money management;

x. cooking and proper nutrition;

xi. employment issues, including punctuality and attendance;

xii. use of recreation and leisure time;

xiii. education, college, and/or long-term planning/ life goals;

- xiv. accessing community services; and
- xv. parenting skills.

5. Money

a. the provider shall permit and encourage a resident, as age appropriate, to possess his/her own money. The provider can give the resident an allowance. Older residents should be given the opportunity to earn additional money by providing opportunities for paid work, unless otherwise indicated by the resident's service plan, and reviewed every 30 days by the service plan manager;

b. money earned, or received either as a gift or an allowance by a resident, shall be deemed to be that resident's personal property;

c. limitations may be placed on the amount of money a resident may possess or have unencumbered access to when such limitations are considered to be in the resident's best interests and are duly recorded in the resident's service plan. The reasons for any limitations should be fully explained to residents and their families;

d. the provider shall, as appropriate to the resident's age and abilities, provide training in budgeting, shopping and money management;

e. resident's monetary restitution for damages shall only occur when there is clear evidence of individual responsibility for the damages and the service team approves the restitution. The resident and his/her legal guardian(s) shall be notified in writing within 24 hours of any claim for restitution and shall be provided with specific details of the damages, how, when and where the damages occurred, and the amount of damages claimed. If the amount is unknown, an estimate of the damages shall be provided and an exact figure provided within 30 days. The resident and his/her legal guardian(s) shall be given a reasonable opportunity to respond to any claim for damages. If the provider receives reimbursement for damages either through insurance or other sources, the resident shall not be responsible for restitution;

f. the provider shall maintain a separate accounting of each resident's money; and

g. upon discharge, the provider shall provide the resident or legal guardian (s) any outstanding balance.

6. Work

a. the provider shall have a written policy regarding the involvement of residents in work including:

i. description of any unpaid tasks required of residents;

ii. description of any paid work assignments including the pay for such assignments that are at least minimum wage;

iii. description of the provider's approach to supervising work assignments;

iv. assurance that the conditions and compensation of such work are in compliance with applicable state and federal laws.

b. the provider shall demonstrate that any resident's work assignments are designed to provide a constructive experience and are not used as a means of performing vital provider functions at low cost. All work assignments shall be in accordance with the resident's service plan.

c. the provider shall assign, as unpaid work, age appropriate housekeeping tasks similar to those performed in a normal family home. Any other work assigned shall be compensated. The provider shall ensure that all such employment practices comply fully with state and federal laws and standards. No resident shall be employed in any industrial or hazardous occupation, or under any hazardous conditions.

d. when a resident engages in off-grounds work, the provider shall be responsible for ensuring the resident has access to transportation and other supports needed to perform the work successfully. The provider shall document that:

i. such work is voluntary and in accordance with the resident's service plan;

ii. the service plan manager approves such work;

iii. the conditions and compensation of such work are in compliance with the Fair Labor Standards Act and other applicable state and federal laws;

iv. such work does not conflict with the resident's program.

C. Food Service

1. the provider shall ensure that a staff person has oversight of the total food service of the facility. This person shall be familiar with nutrition and food service management and shall be responsible for implementation and/or delegation of:
 - a. purchasing food according to the approved dietary menu;
 - b. oversight of storing and handling of food;
 - c. oversight of food preparation;
 - d. oversight of food serving;
 - e. maintaining sanitary standards in compliance with state and local regulations;
 - f. orientation, training and supervision of food service personnel to include proper feeding techniques as age appropriate;
 - g. maintaining a current list of residents with special nutritional needs;
 - h. having an effective method of recording and transmitting diet orders and changes;
 - i. recording information in the resident's record relating to special nutritional needs; and
 - j. providing information on residents' diets to staff.
2. the provider shall have written policies and procedures that ensure that a resident is, on a daily basis, provided with food of such quality and in such quantity as to meet the recommended daily dietary allowances adjusted for age, gender and activity of the Food Nutrition Board of the National Research Council and doesn't deny any rights of the resident.
3. the provider shall maintain a master menu, including appropriate substitutions, which is written and approved annually, by a registered dietician.
 - a. the provider shall post the written menu at least one week in advance.
 - b. menus shall provide for a sufficient variety of foods, vary from week to week and reflect all substitutions. Residents shall be allowed to provide input into these menus.
 - c. written menus and records of foods purchased shall be maintained on record for 60 days.
4. the provider shall ensure that any modified diet for a resident shall be:
 - a. prescribed by the resident's physician, approved by the registered dietician and identified in the resident's service plan; and
 - b. planned, prepared, and served by persons who have received instruction on the modified diet
5. condiments available appropriate for the ordered diet will be available.
6. when meals are provided to staff, the provider shall ensure that staff members eat the same food served to residents in care, unless special dietary requirements dictate differences in diet.
7. food provided to a resident shall be in accordance with his/her religious beliefs.
8. no resident shall be denied food or force-fed for any reason except as medically required pursuant to a physician's written order. A copy of the order shall be maintained in the resident's record.
9. there shall be no more than 14 hours between the last meal or snack and the first meal the following day.
10. the provider shall have written policies and procedures to ensure that all food shall be stored, prepared and served under sanitary conditions and in accordance with State Sanitary Code. The provider shall ensure that:
 - a. food served to the resident is in appropriate quantity; at appropriate temperatures; in a form consistent with the development level of the client; and with appropriate utensils.
 - b. food served to a resident not consumed is discarded.
 - c. food and drink purchased shall be of safe quality. Milk and milk products shall be grade A and pasteurized.
 - d. perishable foods shall be stored at the proper temperatures according to the local public health department to conserve nutritive values.
 - e. food preparation surfaces, utensils, and equipment shall be cleaned according to guidelines by the local public health department.
11. Hand washing facilities, including hot and cold water, soap, and paper towels, shall be provided adjacent to food service work areas.

12. Food shall be stored separate from cleaning supplies and equipment.

13. Food storage areas are free of rodents, roaches and/or other pests and the provider shall take precautions to insure such pests do not contaminate food.

14. Persons responsible for food preparation shall not prepare food if they have symptoms of acute illness or an open wound.

D. Health Related Services

1. Health Care

a. the provider shall have written policies and procedures for providing preventive, routine and emergency medical and dental care for residents and shall show evidence of access to the resources. They shall include, but are not limited to, the following:

- i. ongoing appraisal of the general health of each resident;
- ii. provision of health education, as appropriate;
- iii. provision for keeping residents' immunizations current;
- iv. approaches that ensure that any medical service administered will be explained to the resident in language suitable to his/her age and understanding;
- v. an ongoing relationship with a licensed physician, dentist and pharmacist to advise the provider concerning medical and dental care;
- vi. availability of a physician on a 24-hour, seven days a week basis;
- vii. reporting of communicable diseases and infections in accordance with law.
- viii. procedures for ensuring residents know how and to whom to voice complaints about any health issues or concerns.

2. Medical Care

a. the provider shall arrange a medical examination by a physician for the resident within a week of admission unless the resident has received such an examination within 30 days before admission and the results of this examination are available to the provider. If the resident is being transferred from another CRF and has had a physical examination within the last twelve (12) months, a copy of this examination can be obtained to meet the requirement of the admission physical. The physical examination shall include:

- i. an examination of the resident for any physical injury, physical disability and disease;
- ii. vision, hearing and speech screening;
- iii. a current assessment of the resident's general health.

b. the provider shall arrange an annual physical examination of all residents.

c. whenever indicated, the resident shall be referred to an appropriate medical specialist for either further assessment or service, including gynecological services for female residents. The provider shall schedule such specialist care within 30 days of the initial exam. If the specialist's service needed is a result of a medical emergency, such care shall be obtained immediately.

d. the provider shall ensure that a resident receives timely, competent medical care when he/she is ill or injured. The provider shall notify the resident's legal guardian, verbally /in writing, within 24 hours of a resident's illness or injury that requires service from a physician or hospital. The notification shall include the nature of the injury or illness and any service required.

e. records of all medical examinations, follow-ups and services together with copies of all notices to legal guardian(s) shall be kept in the resident's record.

3. Dental Care

a. the provider shall have written policies and procedures for providing comprehensive dental services to include:

- i. provision for dental service;
- ii. provision for emergency service on a 24-hour, seven days a week basis by a licensed dentist;
- iii. a recall system specified by the dentist, but at least annually.
- iv. dental cleanings annually.
- v. training and prompting for residents to brush their teeth at least twice per day.

b. the provider shall arrange a dental exam for each resident within 90 days of admission unless the resident has received such an examination within six months prior to admission. The results of this examination shall be made available to the provider.

c. records of all dental examinations, follow-ups and service shall be documented in the resident's record.

d. the provider shall notify the resident's legal guardian(s), verbally and/or in writing, within 24 hours when a resident requires or receives dental services of an emergency nature. The notification shall include the nature of the dental condition and any service required.

4. Immunizations

a. the provider shall have written policies and procedures regarding immunizations to ensure that:

i. within 30 days of admission, the provider shall obtain documentation of a resident's immunization history, ensuring the resident has received and will receive all appropriate immunizations and booster shots that are required by the Office of Public Health.

ii. the provider shall maintain a complete record of all immunizations received in the resident's record.

5. Medications

a. the provider shall have written policies and procedures that govern the safe administration and handling of all medication, to include the following:

i. a system for documentation and review of medication errors;

ii. self-administration of both prescription and nonprescription medications;

iii. handling medication taken by residents on pass.

b. the provider shall have a system in place to ensure that there is a sufficient supply of prescribed medication available for each resident at all times.

c. the provider shall ensure that medications are either self-administered or administered by persons with appropriate credentials, training and expertise according to state law.

d. there shall be written documentation requirements for the administration of all prescription and non-prescription medication, whether administered by staff, supervised by staff or self-administered. This documentation shall include:

i. resident's name, date, medication administered,

ii. person administering medication, if other than resident;

iii. refusal to take medication; and

iv. reason for refusal; if applicable.

e. the provider shall ensure that any medication given to a resident for therapeutic and medical purposes is in accordance with the written order of a physician.

i. there shall be no standing orders for prescription medications.

ii. there shall be standing orders, signed by the physician, for nonprescription medications with directions from the physician indicating when he/she is to be contacted. The physician shall update standing orders annually.

iii. copies of all written orders shall be maintained in the resident's record.

iv. medication shall not be used as a disciplinary measure, a convenience for staff or as a substitute for adequate, appropriate programming.

v. medications shall be reviewed and renewed on at least an annual basis.

f. residents shall be informed of any changes to their medications, prior to administration of any new or altered medications.

g. residents, staff, and, where appropriate, residents' legal guardian(s) are educated on the potential benefits and negative side effects of the medication and are involved in decisions concerning the use of the medication.

h. the provider shall ensure that the prescribing physician is immediately informed of any side effects observed by staff, or any medication errors. Any such side effects or errors shall be promptly recorded in the resident's record and the legal guardian(s) shall be notified verbally or in writing within 24 hours.

i. discontinued and outdated medications and containers with worn, illegible or missing labels shall be properly disposed of according to state law.

j. medications shall be stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation and security.

i. external medications and internal medications shall be stored on separate shelves or in separate cabinets.

ii. all medication, including refrigerated medications, shall be kept under lock and key.

k. psychotropic medications shall be reviewed and renewed at least every 90 days by a licensed physician.

6. Professional and Specialized Services

a. the provider shall ensure that residents receive specialized services to meet their needs to include but not limited to:

i. physical/occupational therapy;

ii. speech pathology and audiology;

iii. psychological and psychiatric services;

iv. social work services;

v. individual, group and family counseling;

vi. substance abuse counseling/drug or alcohol addiction treatment.

b. the provider shall ensure that all providers of professional and special services:

i. record all significant contacts with the resident;

ii. provide quarterly written summaries of the resident's response to the service, the resident's current status relative to the service and the resident's progress;

iii. participate, as appropriate, in the development, implementation and review of service plans and aftercare plans and in the interdisciplinary team responsible for developing such plans;

iv. provide services appropriately integrated into the overall program and provide training to direct service staff as needed to implement service plans;

v. provide resident assessments/evaluations as needed for service plan development and revision.

c. the provider shall ensure that any provider of professional or special services (internal or external to the facility) shall:

i. have adequately qualified and, where appropriate, currently licensed or certified staff according to state or federal law;

ii. have adequate space, facilities and privacy;

iii. have appropriate equipment, supplies and resources.

d. the providers shall ensure that residents are evaluated for specialized services in a timely manner when a need is identified.

E. Recreation

1. the provider shall have a written policy and procedure for a recreation program that offers indoor and outdoor activities in which participation can be encouraged and motivated on the basis of individual interests and needs of the residents and the composition of the living group.

2. the provider shall provide recreational services based on the individual needs, interests and functioning levels of the residents served. In planning recreational programs and activities, staff should assess the ages, interests, abilities and developmental and other needs of the residents served to determine the range of activities that are safe and appropriate. Residents shall be allowed time to be alone and to engage in solitary activities that they enjoy. There should be opportunities for group activities to develop spontaneously, such as group singing, dancing, storytelling, listening to records, games, etc. Recreational activities should be planned throughout the week.

3. recreational objectives shall be included in each resident's service plan. Residents should be involved in planning and selecting activities as part of the individual service plan.

4. there shall be evidence that staff participating in recreation activities with the residents are appropriately informed of the resident's needs, problems, and service plans; communicate routinely with other direct service staff concerning residents; and have a means of providing in-put.

5. the provider shall provide adequate recreation and yard spaces to meet the needs and abilities of its clients regardless of their disabilities. Recreation equipment and supplies shall be of sufficient quantity and variety to carry out the stated objectives of the provider's recreation plan. Recreational equipment should be selected in accordance with the number of clients, their ages and needs, and should allow for imaginative play, creativity, and development of leisure skills and physical fitness.

6. the provider shall utilize the recreational resources of the community whenever appropriate. The provider shall arrange the transportation and supervision required for maximum usage of community resources. Unless the restriction is part of the facility's master behavior program plan, access to such community resources shall not be denied or infringed except as may be required as part of the resident's service plan. Any such restrictions shall be specifically described in the service plan, together with the reasons such restrictions are necessary and the extent and duration of such restrictions.

F. Transportation

1. the provider shall have written policies and procedures to ensure that each resident is provided with transportation necessary to meet his/her needs as identified the individualized service plan.

2. the provider shall have means of transporting residents in cases of emergency.

3. the provider shall ensure and document that any vehicle used in transporting residents, whether such vehicle is operated by a staff member or any other person acting on behalf of the provider, is inspected and licensed in accordance with state law and carries current liability insurance. All vehicles used for the transportation of residents shall be maintained in a safe condition and in conformity with all applicable motor vehicle laws. Preventative maintenance shall be performed on a monthly basis to ensure the vehicles are maintained in working order. The provider shall maintain documentation supporting adherence to vehicle maintenance schedules and other services as indicated.

4. any staff member of the provider or other person acting on behalf of the provider, operating a vehicle for the purpose of transporting residents shall maintain a current driver's license. The staff member operating the vehicle shall have the applicable type of driver's license to comply with the current Motor Vehicle laws.

5. the provider shall not allow the number of persons in any vehicle used to transport residents to exceed the number of available seats in the vehicle. The provider shall not transport residents in the back or the bed of a truck.

6. the provider shall conform to all applicable state motor vehicle laws regarding the transport of residents.

7. the provider shall ensure that residents being transported in the vehicle are properly supervised while in the vehicle and during the trip.

8. vehicles used to transport residents shall not be identified in a manner that may embarrass or in any way produce notoriety for residents.

9. the provider shall ascertain the nature of any need or problem of a resident that might cause difficulties during transportation, such as seizures, a tendency toward motion sickness or a disability. The provider shall communicate such information to the operator of any vehicle transporting residents.

10. the following additional arrangements are required for a provider serving residents with physical limitations:

a. a ramp device to permit entry and exit of a resident from the vehicle shall be provided for all vehicles except automobiles normally used to transport physically handicapped residents. A mechanical lift may be utilized if a ramp is also available in case of emergency;

b. in all vehicles except automobiles, wheelchairs used in transit shall be securely fastened to the vehicle;

c. in all vehicles except automobiles, the arrangement of the wheelchairs shall provide an adequate aisle space and shall not impede access to the exit door of the vehicle.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7119. Physical Environment

A. Physical Appearance and Conditions

1. the provider shall maintain all areas of the facility accessible to residents in good repair and free from any reasonably foreseeable hazard to health or safety. All structures on the grounds of the facility shall be maintained in good repair.
2. the provider shall have an effective pest control program to prevent insect and rodent infestation.
3. the provider shall maintain the grounds of the facility in good condition.
 - a. garbage and rubbish stored outside shall be secured in noncombustible, covered containers and shall be removed on at least a weekly basis;
 - b. trash collection receptacles shall be separate from play area;
 - c. fences shall be in good repair;
 - d. areas determined to be unsafe, including steep grades; cliffs, open pits, swimming pools, high voltage boosters or high-speed roads (45 mph or higher) shall be fenced or have natural barriers to protect residents;
 - e. playground equipment shall be so located, installed and maintained as to ensure the safety of residents.
4. residents shall have access to safe, suitable outdoor recreational space and age appropriate equipment.
5. the provider shall have at least 75 square feet of accessible exterior space for each resident. The exterior space shall be adequate to accommodate one-half the licensed capacity of the facility.

B. Interior Space

1. the provider shall have policies and procedures to ensure that the facility maintains a safe, clean, orderly, and homelike environment.
2. all equipment, furnishings, and interior spaces shall be clean and maintained at all times. The provider shall have a program in place to monitor regular maintenance, preventative maintenance, cleaning and repair of all equipment and furnishings that is performed on a routine basis. Written documentation of the maintenance and cleaning program activities shall be maintained by administration to include cleaning schedules and reports of repairs.
3. the facility shall have sufficient living and program space available for residents to gather for reading, study, relaxation, structured group activities, and visitation. Space shall be available that allows for confidentiality for family visits, counseling, groups, and meetings. The living areas shall contain such items as television, stereo, age-appropriate books, magazines, and newspapers.
4. a facility shall have a minimum of 60 square feet of floor area per resident in living and dining areas accessible to residents and excluding halls, closets, bathrooms, bedrooms, staff or staff's family quarters, laundry areas, storage areas and office areas.

C. Dining Areas

1. the provider shall have dining areas that are permit residents, staff and guests to eat together and create a homelike environment.
2. dining areas shall be clean, well lit, ventilated and equipped with dining tables and appropriate seating for the dining tables.

D. Bedrooms

1. each resident shall have his/her own designated area for rest and sleep.
2. the provider shall ensure that each single occupancy bedroom space has a floor area of at least 80 square feet and that each multiple occupancy bedroom space has a floor area of at least 60 square feet for each occupant.
3. the provider shall not use a room with a ceiling height of less than 7 feet 6 inches as a bedroom space. In a room with varying ceiling height, only portions of the room with a ceiling height of at least 7 feet 6 inches are allowed in determining usable space.

4. the provider shall not use any room that does not have a window as a bedroom space
5. any provider that licenses beds subsequent to the effective date of these revised standards shall have bedroom space that does not permit more than two residents per designated bedroom space. All others shall not exceed four residents to occupy a designated space.
6. no resident over the age of 5 years shall occupy a bedroom with a member of the opposite sex.
7. the provider shall ensure that the age of residents sharing bedroom space is not greater than four years in difference unless contraindicated based on family dynamics.
8. each resident shall have his/her own bed. A resident's bed shall be longer than the resident is tall, no less than 30 inches wide and shall have a clean, comfortable, nontoxic fire retardant mattress.
9. the provider shall ensure that sheets, pillow, bedspread and blankets are provided for each resident.
 - a. enuretic residents shall have mattresses with moisture resistant covers; and
 - b. sheets and pillowcases shall be changed at least weekly, but shall be changed more frequently if necessary.
10. each resident shall have a solidly constructed bed. Cots or other portable beds shall be used on an emergency basis only. The provider shall request a variance from the department if a cot or portable bed is to be in use for longer than one week.
11. the provider shall ensure that the uppermost mattress of any bunk bed in use shall be far enough from the ceiling to allow the occupant to sit up in bed.
12. each resident shall have his/her own nightstand and dresser or other adequate storage space for private use.
13. there shall be a closet for hanging clothing in proximity to the bedroom occupied by the resident. For beds licensed after the effective date of these standards, there shall be a closet for hanging clothing within the bedroom or immediately adjacent to the bedroom. The closet shall not be within a bathroom.
14. the bedroom space for residents shall be decorated to allow for the personal tastes and expressions of the residents.

E. Bathrooms

1. the facility shall have an adequate supply of hot and cold water. The hot water source shall have a scald control mechanism in place.
2. the facility shall have toilets and baths or showers that allow for individual privacy. For beds licensed after the effective date of these standards, the following ratio shall be met. Whenever calculations include any fraction of a fixture, the next higher whole number of fixtures shall be installed:

Lavatories	1:6 beds
Toilets	1:6 beds
Showers or tubs	1:6 beds

3. bathrooms shall be so placed as to allow access without disturbing other residents during sleeping hours.
4. each bathroom shall be properly equipped with toilet paper, towels, and soap.
5. tubs and showers shall have slip proof surfaces.
6. bathrooms shall contain mirrors secured to the walls at convenient heights and other furnishings necessary to meet the residents' basic hygienic needs.
7. each resident shall be provided personal hygiene items such as hairbrushes, toothbrushes, razors, etc.
8. bathrooms shall be equipped to facilitate maximum self-help by residents. Bathrooms shall be large enough to permit staff assistance of residents, if necessary.

9. toilets, washbasins and other plumbing or sanitary facilities in a facility shall be maintained in good operating condition and conform to the requirements of the state sanitary code.

F. Kitchens

1. kitchens used for meal preparations shall be provided with the necessary equipment for the preparation, storage, serving and clean up of all meals for all of the residents and staff regularly served. All equipment shall be maintained in proper working order.

2. the provider shall not use disposable dinnerware at meals except in an emergency situation unless the facility documents that such dinnerware is necessary to protect the health or safety of residents in care.

3. the provider shall ensure that all dishes, cups and glasses used by residents in care are free from chips; cracks or other defects and are in sufficient number to accommodate all the residents.

4. animals, other than those used as service animals, shall not be permitted in food storage, preparation and dining areas.

G. Laundry Space. The provider shall have a laundry space complete with washer and dryer.

H. Staff Quarters. The provider utilizing live-in staff shall provide adequate, separate living space with a private bathroom for these staff.

I. Administrative and Counseling Space

1. the provider shall provide a space that is distinct from residents' living areas to serve as an administrative office for records, secretarial work and bookkeeping.

2. the provider shall have a designated space to allow private discussions and counseling sessions between individual residents and staff.

3. there shall be a covering on the window.

J. Furnishings

1. the provider shall have comfortable customary furniture as appropriate for all living areas. Furniture for the use of residents shall be appropriately designed to suit the size and capabilities of these residents.

2. the provider shall replace or repair broken, run-down or defective furnishings and equipment promptly.

K. Doors and Windows

1. all windows that can be opened shall have insect screening. This screening shall be readily removable in emergencies and shall be in good repair.

2. all closets, bedrooms and bathrooms shall have doors that allow egress from both sides.

3. each window shall have a covering to provide privacy unless otherwise stipulated in the service plan.

L. Storage

1. the provider shall ensure that there are sufficient and appropriate storage facilities.

2. the provider shall have securely locked storage space for all potentially harmful materials. Keys to such storage spaces shall only be available to authorized staff members.

M. Electrical Systems

1. the provider shall ensure that all electrical equipment, wiring, switches, sockets and outlets are maintained in good order and safe condition.

2. the provider shall ensure that any room, corridor or stairway within a facility shall be well lit.

3. the provider shall ensure that exterior areas are well lit when dark.

N. Heating, Ventilation and Air Conditioning (HVAC)

1. the facility shall provide safe HVAC systems sufficient to maintain comfortable temperatures with a minimum of 65 degrees and maximum 80 degrees fahrenheit in all indoor public and private areas in all seasons of the year;

2. all gas-heating units must bear the stamp of approval of the American Gas Association Testing Laboratories, Inc., or other nationally recognized testing agency for enclosed, vented heaters for the type of fuel used;

3. all gas heating units and water heaters must be vented adequately to carry the products of combustion to the outside atmosphere. Vents must be constructed and maintained to provide a continuous draft to the

outside atmosphere in accordance with the recommended procedures of the American Gas Association Testing Laboratories, Inc.;

4. all heating units must be provided with a sufficient supply of outside air so as to support combustion without depletion of the air in the occupied room. The provider shall not use open flame heating equipment;

5. the use of portable heaters by the facility and residents is strictly prohibited, unless in an emergency situation;

6. the provider shall take all reasonable precautions to ensure that heating elements, including exposed hot water pipes, are insulated and installed in a manner that ensures the safety of residents.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7121. Emergency Preparedness

A. Emergency Plan

1. the provider shall have a written overall plan of emergency procedures that shall provide for the following:

a. the evacuation of residents to safe or sheltered areas. Evacuation plans shall include procedures for addressing both planned and unplanned evacuations and to alternate locations within the city and long distance evacuations;

b. training of staff and, as appropriate, residents in preventing, reporting and responding to fires and other emergencies;

c. training of personnel in their emergency duties and the use of any fire fighting or other emergency equipment in their immediate work areas;

d. providing adequate staffing in the event of an emergency;

e. ensuring access to medication and other necessary supplies or equipment.

B. Drills

1. the provider shall conduct fire drills once per month, one drill per shift every 90 days, at varying times of the day.

2. the provider shall make every effort to ensure that staff and residents recognize the nature and importance of fire drills.

C. Notification of Emergencies. The provider shall immediately notify OCS residential licensing, other appropriate agencies and the resident's legal guardian of any fire, disaster or other emergency that may present a danger to residents or require their evacuation from the facility.

D. Access to Emergency Services

1. the provider shall have access to 24-hour telephone service.

2. the provider shall either post telephone numbers of emergency services, including the fire department, police department, medical services, poison control and ambulance services or show evidence of an alternate means of immediate access to these services.

3. the provider shall ensure direct care staff can access emergency services at all times.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

§7123. Safety Program

A. Policies and Procedures

1. the provider shall have policies and procedures for an on-going safety program that includes continuous inspection of the facility for possible hazards, continuous monitoring of safety equipment and investigation of all incidents.

B. General Safety Practices

1. the provider shall not possess or maintain or permit any other person to possess or maintain any firearm or chemical weapon in the living units of the facility.
2. the provider shall ensure that all poisonous, toxic and flammable materials are safely stored in appropriate containers labeled as to contents. Such materials shall be maintained only as necessary and shall be used in a manner that ensures the safety of residents, staff and visitors. All hazardous chemicals shall be stored in compliance with public health guidelines.
3. the provider shall ensure that an appropriately equipped first aid kit is available in the living units and in all vehicles used to transport residents.
4. the provider shall prohibit the use of candles in the facility.
5. power-driven equipment used by the provider shall be safe, and properly maintained. Such equipment shall be used by residents only under the direct supervision of a staff member and according to state law.
6. the provider shall allow residents to swim only in areas determined to be safe and under the supervision of a person certified/trained in American Red Cross Community Water Safety or equivalent.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:477 and R.S. 46:1401-1424.

HISTORICAL NOTE: Promulgated by the Department of Social Services, Office of Community Service, LR 36:

Interested persons may submit written comments by the close of business October 30, 2009, to Kaaren Hebert, Assistant Secretary, P. O. Box 3318, Baton Rouge, LA 70821. She is the person responsible for responding to inquiries regarding this proposed rule.

A public hearing on the proposed rule will be held on October 27, 2009, at the Department of Social Services, Iberville Building, 627 North Fourth Street, Seminar Room 1-127, Baton Rouge, LA, beginning at 10:00 a.m. All interested persons will be afforded an opportunity to submit data, views, arguments, orally and in writing, at said hearing. Individuals with disabilities who require special services should contact the Bureau of Appeals at least 7 working days in advance of the hearing. For assistance, call 225-342-4120 (Voice and TDD).

Kristy H. Nichols
Secretary