CHAPTER 19

Section 6. Disaster Plan.
(a) All Nursing Care Facilities shall develop and adopt a written disaster preparedness plan in accordance with the Chapter 11, “Health Care Emergency Preparedness”, of NFPA 99, Standard for Health Care Facilities.

CHAPTER 11

Section 5. Organization and Administration.
(a) Governing Body. The Nursing Care Facility shall have a governing body which has the legal authority and responsibility to operate the Nursing Care Facility. The governing body shall:
(i) Appoint a full-time, on premise, administrator qualified by education, training and experience as established by the Wyoming Board of Nursing Home Administrators.
(A) The administrator shall have a current license as a Wyoming Licensed Nursing Home Administrator.
(ii) Temporary License. A temporary license may be granted by the Wyoming Board of Nursing Home Administrators:
(A) To fill a position of Nursing Home Administrator that unexpectedly becomes vacant;
(B) For a period not to exceed six (6) months;
(C) After consideration by the Board of Nursing Home Administrators on an individual basis; and
(D) To an individual who does not meet all the licensing requirements under the Act, but who is of good character and meets the educational requirements as stated.
(iii) A temporary license may be renewed for good cause for one (1) time if requested thirty (30) days prior to the termination of the initial temporary license.
(iv) The administrator of a hospital with a connecting nursing care wing can serve as the administrator and shall be licensed as a Wyoming Nursing Home Administrator.
(v) The administrator shall enforce the rules and regulations relative to the level of health care and safety of residents and for the protection of their personal and property rights.
(vi) The administrator shall plan, organize, and direct those responsibilities delegated to him by the governing body or its equivalent.
(vii) An employee of the facility shall be authorized in writing to act on the administrator's behalf during his/her absence.
(b) Personnel policies and procedures. The governing body or its equivalent, through the Nursing Home Administrator, shall be responsible for implementing and maintaining written personnel policies and procedures that support sound resident care and personnel practices.
(i) Personnel records for each employee shall be current and available and shall contain sufficient information to support placement in the position assigned.
(A) References from former employers and evidence of current certification, licensure, or registration.
(B) An evaluation of the employees work performance shall be done yearly.
(ii) Written employee policies shall be available covering job descriptions, functions and special procedures.
(iii) Written policies shall be in effect to ensure that newly hired and current employees do not spread a communicable disease that could be transmitted through usual job duties.
(iv) Written policies shall ensure a safe and sanitary environment for residents and personnel.

(c) Resident Care Policies. The Nursing Care Facility shall have written policies to govern nursing care and related medical or other services provided.
...(v) The medical director or director of nursing shall be designated in writing to be responsible for the execution of resident care policies.
(A) If the director of nursing is delegated the responsibility for day-to-day execution of resident care policies, the medical director shall serve as the advisory physician from whom the director of nursing receives medical guidance.
...(x) The facility shall cooperate in submitting periodic reports requested by the Licensing Division.

SECTION 6. PHYSICAL ENVIRONMENT.

...(b) Sanitary Environment. The Nursing Care Facility shall establish policies and procedures for investigating, controlling and preventing infections.
...(iv) Inservice education shall be provided for all employees. This shall include the practice of aseptic techniques, such as: handwashing/universal precautions, proper grooming, masking and gowning procedures (for isolation), disinfection and sterilizing techniques, and the handling and storage of resident care equipment and supplies plus decontamination methods.
(A) Continuing education shall be provided to all employees on the cause, effect, transmission, prevention and elimination of infections.

SECTION 9. NURSING SERVICES.

(a) Director of Nursing Services. The facility shall designate a Registered Nurse to be a full-time director of nursing services...
(e) Staff Development. There shall be a continuing staff development program for all nursing personnel in addition to a thorough job orientation for new personnel.
(i) Planned staff development shall be held at least monthly to review and evaluate the quality of nursing care, to teach nursing techniques and procedures, to discuss nursing problems and ways of improving nursing service, and to review and interpret administrative and nursing policies.
(A) Minutes of all meetings and a list of personnel attending shall be maintained in sufficient detail to document proceedings and actions, and shall be available to all staff members.
(ii) All nursing personnel shall be instructed and supervised in the care of emotionally challenged and cognitively impaired residents and trained to understand the social aspects of resident care.
(iii) Skill training shall include demonstration, practice and supervision of nursing procedures applicable in the individual facility. It shall also include restorative nursing
procedures. Documentation shall be maintained on all skill training given to an employee and retained in his/her personnel files.

(iv) Orientation of new personnel shall include a review and practice of the procedures to be followed for evacuating residents in emergencies, and the policies and procedures of the facility. Documentation shall be maintained on all individuals and kept in their respective personnel file.

(b) Twenty-four (24) Hour Nursing Service.

...(iv) A person employed in the facility to give nursing care shall be at least sixteen (16) years of age.

(i) Staffing.
...(iv) Each facility shall have awake and on duty sufficient nursing personnel for the night tour of duty. Additional staff may be needed, depending on condition of residents, and to assure resident safety in case of fire or disaster.

Section 11. Dietetic Services.

(a) Dietary Supervision.

...(iv) The consultant or staff dietitian shall develop written plans and conduct or supervise inservice programs for dietary personnel on a monthly basis.

...(viii) The dietetic supervisor shall be responsible for department orientation, training, scheduling, and work assignments for all dietetic service personnel.

SECTION 12. SPECIALIZED REHABILITATIVE SERVICES.

...(b) The facility that does not employ qualified personnel to provide a specialized service shall have a written agreement with the outside resource.

SECTION 13. PHARMACEUTICAL SERVICES.

...(b) Pharmaceutical Services Committee.

(i) Pharmaceutical Services committee or its equivalent shall be responsible for developing policies and procedures for safe and effective drug therapy, distribution, control and use.

(A) The committee shall be comprised of at least the pharmacist, the director of nursing service, the administrator and one (1) physician.

(B) The committee shall oversee the pharmaceutical service in the facility, make recommendations for improvement and monitor the service to ensure accuracy and adequacy.

(C) The committee shall meet at least quarterly and document its activities, findings and recommendations.

(ii) The pharmacist shall submit a written report at least quarterly to the pharmaceutical services committee on the status of the facility’s pharmaceutical services and staff performance.

SECTION 14. DENTAL SERVICES.

(a) The facility shall have an advisory dentist who shall provide consultation, develop and participate in inservice education, and recommend policies concerning oral hygiene. Records of in-service education meetings shall be in writing.

Section 15. Social Services.
...(v) Provision shall be made for in-service training to facility staff directed toward understanding emotional problems and social needs of residents and the means of taking appropriate action in relation to them, and the necessity of confidentiality.

SECTION 16. MEDICAL RECORDS.

(a) Maintenance of Clinical Records. The facility shall maintain a separate and complete medical record for each resident admitted with all entries kept current, dated and signed.

(i) The medical record shall include:

(A) Identification and summary sheet(s) including resident's name, social security number, marital status, age, sex, home address, and religion; name, address, and telephone number of referral agency (including hospital from which admitted), personal physician, dentist, and next of kin or other responsible person; admitting diagnoses, final diagnoses, category of care, condition on discharge and disposition, source of payment, and any other information needed to meet State requirements.

(B) Initial medical evaluation including medical history, physical examination and diagnosis.

(C) Authentication of hospital diagnoses, in the form of a hospital discharge summary, or a written report from the physician who attended the resident in the hospital, or a transfer form used under a transfer agreement.

(D) Physician’s orders, including all medications, treatments, diet, rehabilitative and special medical procedures required for the safety and well-being of the resident.

(E) Physician’s progress notes describing significant changes in the resident's condition, dictated or written at the time of each visit.

(F) Nurses’ notes which shall include but not be limited to the following:

(I) Concise and accurate record of nursing care administered.

(II) Record of pertinent observation of the resident including psycho-social as well as physical manifestations.

(III) Name, dosage and time of administration of medications and treatments, route of administration except if by oral medication.

(IV) Record of type of restraint and time of application and removal. The time of application and removal shall be necessary for all restraints prescribed by the physician for the support and protection of the resident.

(G) Medication and treatment record including all medications, treatments and special procedures performed for the safety and well-being of the resident.

(I) Laboratory and x-ray reports.

(II) Consultation reports.

(III) Dental reports.

(IV) Social service notes.

(V) Resident care referral reports.

(VI) Activity reports.

(b) Retention of Records.

(i) The facility shall have policies providing for the retention and safekeeping of residents’ medical records by the governing body for the required period of time in the event that the facility discontinues operation.

(ii) A copy of the resident’s clinical record or an abstract thereof shall accompany the resident who is transferred to another facility.
(c) Staff Responsibility. An employee of the facility shall be assigned the responsibility for assuring that records are maintained, completed, and preserved if the facility does not have a full or part time medical record librarian.
(i) The designated individual shall be trained by and receive regular consultation from a person skilled in record maintenance and preservation.

SECTION 18. TRANSFER AGREEMENT.

(a) Resident Transfer. The transfer agreement shall provide reasonable assurance that the transfer of residents will be effected between the hospital and the facility whenever such transfer is medically appropriate as determined by the attending physician.
(i) The agreement shall be with hospitals close enough to the facility to make the transfer of residents feasible.
(b) Where the transfer agreement specifies restrictions with respect to the types of services available in the hospital or the facility and/or the types of residents or health conditions that will not be accepted by the hospital or the facility, or includes any other criteria relating to the transfer of residents (such as priorities for persons on waiting lists), such restrictions or criteria shall be the same as those applied by the hospital or facility.
(c) Execution of Agreement. The transfer agreement shall be in writing and shall be signed by individuals authorized to execute such agreements on behalf of the facilities, or, in case the two (2) facilities are under common control, there shall be a written policy or order signed by the person or body which controls them.
(i) The terms of the transfer agreement shall be established jointly by both facilities when the hospital and the facility are not under common control.
(ii) Each facility participating in the agreement shall retain a current copy of the agreement.
(d) Specification of Responsibilities. The transfer agreement shall specify the responsibilities each facility assumes in the transfer of residents and information between the hospital and the facility.
(i) The agreement shall establish responsibility for notifying the other facility promptly of the impending transfer of a resident, arranging for appropriate and safe transportation, and arranging for the care of residents during the transfer.