

## **R432-150-8 Administrator**

### **(1)**

The administrator must comply with the following requirements. (a) The administrator must be licensed as a health facility administrator by the Utah Department of Commerce pursuant to Title 58, Chapter 15. (b) The administrator's license shall be posted in a place readily visible to the public. (c) The administrator may supervise no more than one nursing care facility. (d) The administrator shall have sufficient freedom from other responsibilities to permit attention to the management and administration of the facility. (e) The administrator shall designate, in writing, the name and title of the person who shall act as administrator in any temporary absence of the administrator. This person shall have the authority and freedom to act in the best interests of resident safety and well-being. It is not the intent of this paragraph to permit an unlicensed de facto administrator to supplant or replace the designated, licensed administrator.

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**(2)**

The administrator's responsibilities must be defined in a written job description on file in the facility. The job description shall include at least the following responsibilities: (a) complete, submit, and file all required reports, including a monthly census report to the Division of Medicaid and Health Financing as required by R414-401-4, by the end of the succeeding month; (i) The Department may issue sanctions, including civil money penalties, in accordance with R432-3-7, for failure to report the required census information. (b) act as a liaison between the licensee, medical and nursing staffs, and other supervisory staff of the facility; (c) respond to recommendations made by the quality assurance committee; (d) implement policies and procedures governing the operation of all functions of the facility; and (e) review all incident and accident reports and document the action taken or reason for no action.

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implement policies and procedures governing the operation of all functions of the facility; and

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review all incident and accident reports and document the action taken or reason for no action.

**(3)**

The administrator shall ensure that facility policies and procedures reflect current facility practice, and are revised and updated as needed.

**(4)**

The administrator shall secure and update contracts for required professional services not provided directly by the facility. (a) Contracts shall document the following: (i) the effective and expiration date of contract; (ii) a description of goods or services provided by the contractor to the facility; (iii) a statement that the contractor shall conform to the standards required by Utah law or rules; (iv) a provision to terminate the contract with advance notice; (v) the financial terms of

the contract; (vi) a copy of the business or professional license of the contractor; and (vii) a provision to report findings, observations, and recommendations to the administrator on a regular basis. (b) Contracts shall be signed, dated and maintained for review by the Department.

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regular basis.

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Contracts shall be signed, dated and maintained for review by the Department.

**(5)**

The administrator shall maintain a written transfer agreement with one or more hospitals to facilitate the transfer of residents and essential resident information.

The transfer agreement must include: (a) criteria for transfer; (b) method of transfer; (c) transfer of information needed for proper care and treatment of the resident transferred; (d) security and accountability of personal property of the resident transferred; (e) proper notification of hospital and responsible person before transfer; (f) the facility responsible for resident care during the transfer; and (g) resident confidentiality.

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