

POLICY:

1. The Facility's staff will honor the patient and resident right to have personal visitation as long as the facility meets state and federal requirements. The Facility will implement measures to ensure patient, resident, staff and visitor safety during the visitation time.
2. As standard practice the facility staff, patients, residents, families and visitors are encouraged to review and sign the facility's Infection Prevention Pledge as a commitment to comply with infection control practices. Families and visitors refusing to comply with the basic requirements will not be able to enter the facility. Virtual visits may be arranged.

PROCEDURES:

1. The facility will comply with state and federal COVID-19 testing requirements.
2. Visitors, except for essential caregivers, may be of any age. Visitors under the age of two are exempt from all requirements related to wearing a mask.
3. Each person will be screened for signs or symptoms of illness prior to entering the facility. Exceptions to screening are emergency services personnel entering facility for an emergent situation. Screening may vary depending on community illnesses, emerging pathogens or guidance from local, state or federal health authorities. Visitor screening must be documented in a log and kept at the entrance of the facility. The log must include the name of each person screened, the date and time of the screening, and the results of the screening. The screening information will be protected as it may contain health information. Visitors that meet any of the following screening criteria must leave the nursing facility:
 - A. Fever defined as a temperature of 99.6 and above.
 - B. Signs or symptoms of COVID-19, including chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headaches, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
 - C. Any other signs and symptoms outlined by the CDC.
 - D. Close contact in the last 14 days with someone who has a confirmed diagnosis of COVID-19, is under investigation for COVID-19, or is ill with a respiratory illness, regardless of the visitor's vaccination status.
 - E. Has a positive COVID-19 test result from a test performed in the last 10 days.
4. A nursing facility may allow persons providing critical assistance, including essential caregivers, to enter the nursing facility if they pass the screening. A nursing facility shall not prohibit entry of persons with legal authority to enter when performing their official duties, unless they do not pass the screening.

5. The facility will not deny entry to a person providing critical assistance who has had contact with an individual with COVID-19 positive or COVID-19 unknown status, but does not meet the CDC definition of close contact or unprotected exposure, unless the person providing critical assistance does not pass the screening criteria based on CDC guidance.

6. The facility will use the COVID-19 county positivity rate provided by CMS as additional information to determine how to facilitate indoor visitation. The facility may use the county positivity rate provided by the county as long as it is updated at least weekly.

7. The facility may ask visitors COVID-19 vaccination status but will not require a personal visitor to provide documentation of a COVID-19 negative test or COVID-19 vaccination status as a condition of visitation or to enter the facility. The visitor may refuse to provide information about their vaccination status. A visitor who refuses to provide information about their vaccination status, is considered to be unvaccinated.

8. The facility will provide instructional signage throughout the facility and proper visitor education regarding; the signs and symptoms of COVID-19, infection control precautions, facility policies on facemasks, specified entries and exits, routes to designated visitation areas, and hand hygiene.

VISITOR COVID-19 WAIVER & RELEASE OF LIABILITY

VISITOR NAME. _____

As a visitor at _____ (“Facility”), and as evidenced by my signature below, I understand and acknowledge the following:

- I am being allowed access to Facility premises for the purpose of visiting a resident at Facility.
- The COVID-19 pandemic is still ongoing and the virus is contagious, which means that contact with others, even those that are asymptomatic, or contact with surfaces that have been exposed to the virus, can lead to infection.
- To reduce the risk of infection during my visit, I will be required to follow Facility’s visitation rules, which include but are not limited to screening for COVID-19 symptoms, utilizing an appropriate mask during the duration of my visit at Facility, and maintaining social distance during my visit.
- Even when all appropriate interventions and preventative measures are in place, there is a still a risk I will be exposed to or contract COVID-19 while at Facility.
- If I feel I have been exposed to COVID-19 at Facility, I am responsible for obtaining and paying for any and all testing or treatment for COVID-19.
- I am aware of the foregoing risks and conditions and am voluntarily agreeing to enter Facility’s premises.

WAIVER & RELEASE. IN EXCHANGE FOR ACCESS TO FACILITY PREMISES, IN ACCORDANCE WITH APPLICABLE LAW AND FACILITY POLICY, I AGREE TO ENTER INTO THIS WAIVER AND RELEASE OF LIABILITY (AGREEMENT).

BY SIGNING THIS AGREEMENT, I WAIVE AND RELEASE FACILITY, ITS OFFICERS, DIRECTORS, OWNERS, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, ATTORNEYS, INSURERS, SUCCESSORS, ASSIGNS, FACILITY RESIDENTS AND OTHER VISITORS FROM ANY AND ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY LOSS, COSTS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS AT LAW AND EQUITY OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, MEDICAL EXPENSES, OR WRONGFUL DEATH, ON ACCOUNT OF, OR IN ANY WAY RELATED TO OR ARISING OUT OF, MY EXPOSURE TO OR CONTRACTING COVID-19 WHILE ON FACILITY PREMISES.

I HAVE READ, AGREE TO, AND VOLUNTARILY SIGN THIS AGREEMENT EFFECTIVE AS OF THE DATE SET FORTH BELOW.

Signature: _____

Date: _____