

# Resident Handbook



WE ARE FAMILY  
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FAMILIES

# Resident Handbook

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At Covenant Care our goal is to meet the personal needs of every resident. Our professional nursing staff take pride in providing the highest quality of resident care. We aim to create an atmosphere that is both warm and friendly to family at residents.

Covenant Care has an Executive Director who manages each facility. Quality of life is an important part of your experience and at Covenant Care we strive to provide comfort and security to our residents in an enjoyable and safe environment. After all, “We are family serving families.”

Please feel free to call us at any time should you have any questions or concerns.

## **People to Know:**

Your comfort, safety, health and happiness are a great concern to all of us. We hope you will give us the opportunity to assist you with any problems that may arise. There are several individuals that you can discuss problems, concerns, and suggestions with freely.

We are here to assist you:

- **Executive Director:** Responsible for facility operations and integration of policy and procedures in care delivery.
- **Director of Nursing:** Responsible for all clinical services within the facility.
- **Business Office Manager:** Responsible for accounts receivable, billing procedures, charges and insurance reimbursement.
- **Social Service Director:** Responsible discharge planning, community referrals and the psychosocial needs of residents within the facility.
- **Food Service Director/Dietitian:** Responsible for food choices, meal times, dietary needs.
- **Environmental Services:** Manages the maintenance, housekeeping and laundry departments within the facility.
- **Activities Director:** Responsible for providing a variety of activities to meet the interests of all residents in both individual and group activities.
- **Facility Rehab Director:** Manages the therapy department and responsible for therapy services within the facility.

*We are families serving families.*

# The Admission Process

## Admission Agreement

**Prior to or immediately upon admission either the resident or their healthcare decision maker (if they do not have capacity) is required to sign an admission agreement.** The *Admission Agreement* is a legally binding contract that defines the rights and obligations of each person (or party) signing the agreement. The Admission Services Manager or other facility staff member will take time to review the *Admission Agreement* with you. Please feel free to ask questions until you are satisfied that your concerns have been addressed.

Each admission requires an admission packet to be completed. The following required documents include but are not limited to:

- Consent to Treat
- Financial Responsibility
- Social Security card
- Medicare card
- All other insurance cards
- Advanced Directive, including Health Care Power of Attorney (if an agent has been appointed), Living Wills, and/or POLST (if prepared and signed by MD)
- Financial Power of Attorney (if an agent has been appointed)
- Emergency contact information

## Clothing and Personal Items

We encourage bringing several changes of clothing. Be sure to include active wear such as sweats and athletic shoes that may be worn during therapy.

We strive to protect and preserve the personal property of each of our residents and recommend items are marked with the resident's name for easy identification. Clothing items requiring dry cleaning are the responsibility of the resident. At the time of admission, we offer the option to have laundry be done by family, the facility, or an outside laundry service. Please keep in mind the facility uses industrial detergents in commercial machines on high heat. We recommend not bringing clothing items that are too delicate for commercial cleaning.

All clothing and other personal items should be documented on an inventory check list upon admission. Please notify staff of any additional items brought in or taken out of the facility.

## Examples of Personal Items You Should Bring

### Clothing Items

- At minimum, seven changes of clothing (including socks and undergarments)
- Include clothing for warmer and cooler temperatures. (i.e. sweaters for winter, and shorts or t-shirts for summer)
- Bathrobe
- Shoes: Walking/athletic shoes with good fit and low, non-skid heels are recommended

### Personal Toiletry Items

- Make-up, lotions, etc.
- Comb or brush

### Special Equipment (if needed)

- Walker or cane
- Glasses
- Hearing aides
- Dentures

## Examples of Items You Should NOT Bring

- Extension cords
- Electric heating pads
- Candles
- Medications from home, including over-the counter medications
- Illegal substances and paraphernalia
- Firearms, knives, or other weaponry or combustible materials

## Making it a Homelike Environment

The facility will provide a bed and storage for wardrobe and belongings. We consider this your home and encourage you to bring such favorite items as pictures, small plants, etc. to brighten your room and make it more homelike. The facility will attempt to accommodate all reasonable requests to individualize resident rooms. For safety reasons, the facility must approve any addition or rearrangement of furniture, hanging of pictures or posters, electrical appliances or other items not listed in the previous section.

Due to fire and other safety concerns, electrical appliances may not be brought into the facility without prior written permission from the facility.

We ask that you use due care to avoid damaging the facility's property and premises during your stay. Any property that is damaged or destroyed, above and beyond normal wear and tear, will be repaired or replaced at your expense.

The facility reserves the right to clean any area when necessary and request family members to take with them any items not considered sanitary. If the family members do not wish to do

this, the items will be discarded or stored elsewhere by the facility. This includes furniture or belongings with an unpleasant odor that cannot be eliminated.

If you have any questions regarding furniture or electrical appliances, please ask to speak with Environmental Services.

## Married and Unmarried Couples

Married couples and unmarried couples may share a room when available.

# Payment and Financial Information

## Business Office

The Business Office is open during normal business hours as posted, Monday through Friday, except for established holidays. During this time, we will be happy to help residents with payments, handling trust account transactions, and answering any questions about other business matters related to your stay.

## Resident Trust Fund

If the resident wishes to deposit personal funds, the facility agrees to safeguard those funds in accordance with State and Federal regulations. More detailed information regarding the resident trust fund is available in **Appendix A** of this handbook or upon request from the Business Office.

## Payment Sources

### Private Pay

The resident is responsible for paying the facility for all charges incurred. Details regarding the facility's private pay rates including covered and non-covered supplies and services can be found in the *Admission Agreement*.

### Medicare

Medicare is the federal health insurance program for people who are 65 or older, certain younger people with disabilities, and people with End-Stage Renal Disease (ESRD). To qualify for Medicare Part A coverage, the resident must meet specific criteria determined by Medicare. Details regarding Medicare benefits including covered and non-covered supplies and services can be found in the *Admission Agreement*.

## **Medicaid**

Medicaid is a health care program that assists families or individuals in paying for doctor visits, hospital stays, long-term medical, custodial care costs and more. Medicaid is a joint program, funded primarily by the federal government and run at the state level, where coverage may vary. Details regarding Medicaid benefits including covered and non-covered supplies and services can be found in the *Admission Agreement*.

## **Medi-Cal**

Medi-Cal is California's Medicaid program serving families, seniors, and persons with disabilities. Details regarding Medi-Cal benefits including covered and non-covered supplies and services can be found in the *Admission Agreement*. In addition, information regarding standards for Medi-Cal Eligibility, applying for Medi-Cal, and share of cost requirements can be located in **Appendices B, C, and C-1** of this handbook.

## **Contracted Managed Care Organization, HMOs, Health Insurance Plans, and Hospice**

The facility maintains contracts with various third-party payers other than Medicare and Medicaid. Coverage by a contracted third-party payer requires verification of benefits and authorization. Covered and non-covered supplies and services vary by payer.

## **Questions about Coverage**

If you have any questions regarding your coverage, please feel free to contact the Business Office.



# Amenities and Services

## Personal Mail

Mail is delivered to residents unopened. We will open and read letters to you upon request and will gladly mail outgoing letters.

## Cable/Satellite

Cable or satellite services are available. Contact the Business Office for more information.

## Telephone

Access to a telephone is available. Please ask facility staff for assistance. If you desire a private bedside telephone, notify the facility for details and arrangements.

## Food/Dietary Services

We provide well-prepared and nutritious meals. Therapeutic diets and modified diets are provided as ordered by your physician. A facility dietitian oversees all menus and diets.

Menus are posted near the dining rooms and are available upon request. If you prefer an alternate meal, or would like a snack, please ask facility staff. Your family may join you for meals; guest trays are offered at a nominal fee. Please be sure to notify the kitchen in advance for a guest tray.

Meals are served three times a day with nourishments offered as needed. We request that you do not bring in any outside food or beverages unless permission is given by nursing staff. Food brought and left must be in sealed storage containers and dated. Any cold food items must be brought to the nurses' station for proper storage.

No alcohol is permitted in your room. An order from the physician is required for you to consume alcohol. Any alcohol will be kept at the nurses' station.

## Smoking

Smoking is never permitted inside the facility, this includes the use of electronic cigarettes (e-cigarettes). For those facilities that allow smoking in an outdoor designated smoking area, a copy of the facility smoking policy will be provided and located in **Appendix D**. If you have any questions, please contact Social Services.

## Beauty/Barber Shop

Beauty and barber shop services are available. These individuals are not employees of the facility but are available for the residents' convenience. Financial arrangements are the responsibility of each resident or Resident Representative.

## Social Services

A qualified Social Worker is on staff to help meet resident's social needs. Families are also encouraged to utilize the services of the Social Worker. For example, to answer questions about room changes, financial concerns, continuum of care, and upcoming discharge matters.

Discharge planning is geared toward meeting resident's needs and goals. Residents and/or family are invited to participate in Care Conferences and SMART Stay planning.

## Dental, Optical and Hearing Services

The facility will help make both routine and emergency arrangements for these services. Please contact Social Services for assistance.

## Transportation

The facility is responsible for arranging transportation for our residents to medical appointments. We encourage families to provide transportation and accompany residents to appointments whenever possible. When family assistance is not available, other transportation arrangements will be made. Residents are responsible for any charges related to transportation.

## Housekeeping

Housekeeping services occur daily. Deep-cleaning of the room will be performed on a regular schedule. Residents may notify staff if assistance is needed in cleaning closets and drawers.

## Environmental Services

Our Director of Environmental Services is experienced in general maintenance and repairs. Please notify facility staff of any needed repairs.

## Medication and Pharmaceutical Services

We cannot accept medications that do not come directly from a pharmacy and that have been ordered by a licensed physician. Please do not bring any medications with you upon admission. This includes, but is not limited to over-the-counter items such as Tylenol, Tums, Aspirin, vitamins, etc.

Our community has contracted with a pharmacy that meets the pharmaceutical needs of our residents. You may designate the pharmacy of your choice that provides medications in a manner that meets skilled nursing requirements. (i.e. is available 24-hours, 7-days a week and delivers or family is available to pick up)

If you plan on being out of the building during a medication pass, the nursing department will make arrangements to send necessary medications with you or your Resident Representative.

Medications are billed directly to you or to your insurance if covered. If you are covered under Medicare Part A, the cost of medications is included in your Medicare billing.

## Nursing Services

We approach the care and treatment we provide to our residents and patient as if we were taking care of our own parents, grandparents or loved ones and are committed to providing them with the highest quality care.

We provide patients with their best opportunity to safely return home or to a more independent-living level of care. Treating everyone as if they were part of our family is why we have adopted the motto, ***“We Are Family Serving Families.”***

## Medical Director

A physician is contracted to serve as our Medical Director. The Medical Director coordinates medical and nursing programs and helps ensure overall quality medical care.

## Physician Services

At the time of admission, you will select a physician to follow you during your stay. All medications, treatments, and diets are subject to the physician's direction. The admissions staff can provide a list of those physicians with privileges at our facility.

Physicians will see you at regular intervals and document the care you receive by them as required by law. If you want to speak with your physician and have questions or concerns, please ask facility staff.

## Therapy Services

AFFIRMA Rehabilitation is a national company dedicated to providing quality rehabilitation therapy services. Our Physical, Occupational and Speech therapy programs are designed to meet the needs of the individuals we serve.

Our goal is to work with patients and their family to ensure a smooth transition to the home, residential care or long-term care environment. Special attention is paid to achieving an optimal outcome by establishing individualized treatment plans. Therapy's overall focus is to promote quality of life and assist patients in achieving their highest level of independence and safety. Through a multi-disciplinary team approach and state of the art modalities, they provide optimum care throughout the rehabilitation process.

### **Physical Therapy**

Physical therapists provide skilled therapy to improve mobility, balance, transfers, and range of motion and pain management. They instruct patients in skilled techniques to improve their ability to walk, climb stairs and increase physical stamina. They assess the need for specialized braces or equipment that may be required to improve self-reliance and safety.

### **Occupational Therapy**

Occupational therapists work with the patient, family members and referring physicians to develop an individualized treatment plan. Therapists take individuals through a variety of daily living activities such as bathing, dressing and preparing meals. If a patient can no longer perform skill, the therapist can teach alternatives.

### **Speech Therapy**

For people with learning disabilities, strokes, dementia, hearing loss or other illnesses, communication can be very difficult. Speech therapists evaluate and provide treatment for communication problems to help regain listening, reading, speaking and writing skills, help retrain people who suffer from swallowing difficulties, provide voice therapy, and help to improve cognitive functioning.

## Activities

We offer a variety of activities designed to encourage participation from all residents. Our activities staff and community volunteers offer diverse religious and social programs, including field trips, arts and crafts, and movies. Monthly activity calendars are posted in a prominent area within the facility, in each resident room, and are also available upon request.

## Religious Services

We offer inter-denominational services with the assistance of area clergy. Your clergy person is welcome to visit you during your stay.

## Volunteer Services

The facility volunteer program is managed by the Activities Department. We encourage family members and community members to be active in the facility. Volunteers may be asked to do special duties for certain residents, share their talents, and help with group activities. Volunteers must complete official training by the facility and go through the appropriate screening process. Please contact the Activities Department for more information about volunteering.

## Visitors

All visitors must sign into the facility visitor log. We ask that all our visitors be considerate of residents and their roommates during visits. Children are welcome, but we ask that they be accompanied by an adult. Pets are also welcome with prior approval from the facility and proof of current vaccinations. Upon request a private area can be arranged for family members, clergy or other visitors to visit.

We ask all visitors to be conscientious of their personal health and take appropriate precautions or postpone their visit if they are experiencing any of the following symptoms:

- Cough
- Fever
- Sore throat
- Runny/stuffy nose
- Body aches

If social history information identifies concerns or issues specific to abuse between the resident and relatives, friends, and/or a visitor, visitation limitations are determined with the resident/responsible party. Determination of restrictions may include adjustments to visitation to take place in common view areas, require supervision or be denied.

## Gratuities

Our staff cannot and do not accept gratuities or gifts. A "Gift" means any bestowal of money, any item of value, service, loan, thing or promise. A smile and thank you are our best rewards. Our facility has an employee recognition program for our employees. Please see the Executive Director for more information.

## Safety Precautions

Each resident bedside, bathroom, and shower room is equipped with an emergency call light to alert nursing staff that you need assistance.

Firefighting equipment and alarm systems are checked regularly to ensure proper working condition. Fire drills are performed monthly and all residents and visitors must comply with staff during these drills. All staff is trained in case of emergency.

## Theft and Loss Prevention Program

Reasonable efforts to safeguard personal property are made. The resident should store all valuable personal property in the facility's safe provided by the facility. Valuables such as cash, wallets, purses, jewelry, credit cards and ATM cards should be given to family members to take home. All personal property must be documented on the resident inventory list. A copy of our policy and procedure regarding protection of your personal property, as well as copies of the state laws that require us to have these policies and procedures, located in **Appendices E and F**.

## Lost and Found

Found items should be dropped off at the nurses' station or Social Services to be placed in the facility lost and found. Lost items should be reported per the Theft and Loss Prevention Program policies and procedures located in **Appendices E and F**.

## Complaints and Grievances

The facility supports the right of a resident and/or their representative to voice grievances without fear or any type of reprisal or retaliation by the facility staff. A copy of the facility's grievance procedures can be found in **Appendix G & H**. You may also contact the Long-Term Care Ombudsman or Department of Public Health regarding any grievance or complaint at the numbers listed in the *Admission Agreement*. Please feel free to communicate your concerns openly with our staff; we use this information to improve our services.

## Patient Self Determination Act/Advance Directive

The Federal Patient Self-Determination Act requires skilled nursing facilities to notify residents of their rights under Federal and State law to make decisions regarding their medical treatment. The facility recognizes the dignity and value of each resident's life and the right of each resident to make decisions regarding his or her medical treatment. We have included information about your rights and information regarding Advance Directives in **Appendix I**. If you have any questions regarding your rights or about creating an Advance Directive, please contact Social Services for assistance.

## Long-Term Care Ombudsman

The Long-Term Care Ombudsman answers questions or assists in resolving concerns raised by or on the behalf of residents. Their phone number is posted in the facility and located in the *Admission Agreement*. Additional resources for accessing information regarding resident care at the facility include the CA long-term care ombudsman at 1-800-231-4024;

### [Long-Term Care Ombudsman Email](mailto:longtermcare@aging.ca.gov)

([https://aging.ca.gov/Contact\\_Us/Contact\\_the\\_California\\_Department\\_of\\_Aging/](https://aging.ca.gov/Contact_Us/Contact_the_California_Department_of_Aging/))

### [Long-Term Care Ombudsman Website](https://aging.ca.gov/Programs_and_Services/Long-Term_Care_Ombudsman/)

([https://aging.ca.gov/Programs\\_and\\_Services/Long-Term\\_Care\\_Ombudsman/](https://aging.ca.gov/Programs_and_Services/Long-Term_Care_Ombudsman/))

### [CDPH's Licensing and Certification Program's website](http://cdph.ca.gov/Programs/CHCQ/LCP/Pages/LandCProgramHome.aspx)

([cdph.ca.gov/Programs/CHCQ/LCP/Pages/LandCProgramHome.aspx](http://cdph.ca.gov/Programs/CHCQ/LCP/Pages/LandCProgramHome.aspx))

### [California Health Facility Information Database \(Cal Health Find\) page](http://cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx)

([cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx](http://cdph.ca.gov/programs/chcq/lcp/calhealthfind/Pages/Home.aspx))

### [Cal Long Term Care Compare website](http://CalLongTermCareCompare.org)

([CalLongTermCareCompare.org](http://CalLongTermCareCompare.org)).

Reporting resident care complaints can be done using the local long term care ombudsman information above and through the [CDPH complaint process](#)

([cdph.ca.gov/Programs/CHCQ/LCP/Pages/LandCProgramHome.aspx](http://cdph.ca.gov/Programs/CHCQ/LCP/Pages/LandCProgramHome.aspx)).

## Survey Results

A copy of the most recent state licensing visit to our facility is prominently posted and a copy of reports of prior inspections may be obtained from the local office of the Department of Public Health.

## Resident Council

A great way to exercise your rights as a resident is through the Resident Council. The Resident Council operates independently, but in partnership with members of the facility staff. All residents can participate in the Resident Council on a voluntary basis.

The Resident Council's goal is to provide a means for residents to participate in the affairs and decisions that influence your life each day in the facility. The council is your voice and aims at responding to your needs and interests.

For more information about the Resident Council please contact Social Services or the Activities Department.

## Confidentiality/HIPAA/Privacy Notice

You have the right to confidential treatment of your medical information, as provided by law. You can approve disclosure of medical information to specified individuals by completing the facility's Authorization for Use or Disclosure of Medical Information found in the *Admission Agreement*.

A copy of the facility's Notice of Privacy Practices is located in **Appendix J**. Please be review carefully and feel free to ask questions.

In addition, all persons, including residents, healthcare professionals and visitors to the facility, have an interest in how their recorded likeness, image and voice are subsequently used. In order to safeguard these identified interests, the facility does not permit photographing of any kind or use of audio or video recording devices, unless prior written consent is obtained from the resident and any other persons depicted within the facility. More information regarding this policy can be located in **Appendix L**.

## Resident Bill of Rights

As a resident of this facility you keep all basic rights and liberties as a citizen or resident of the United States when, and after you are admitted. Because these rights are so important, both Federal and State laws and regulations describe them in detail, and state law requires that we provide you with a comprehensive Resident Bill of Rights, which can be found in the *Admission Agreement*.



## Appendix A: Resident Trust Funds

A Resident Trust Fund is an amount of money held by the Facility for the Resident's personal use. (Examples of use: to allow the Resident to pay for room and board, beauty shop charges, cigarettes, postage stamps, or other similar expenses as desired by the Resident.) The Facility handles Resident Trust Funds in the following manner:

The Facility shall deposit funds in excess of fifty dollars (\$50) in an interest-bearing account insured by the Federal Deposit Insurance Corporation (FDIC) that is separate from any Facility operating accounts, or in a federally insured bank or savings and loan association under a plan approved by the Department of Health Services or shall purchase a surety bond to assure the security of all such personal funds. All interest earned on the Resident's funds shall be credited to his or her account. The Facility shall have the option of depositing funds of less than fifty dollars (\$50) in one of the following: a non-interest-bearing account, an interest bearing account, or petty cash fund. The Facility shall inform the Resident as to how his or her funds are being held.

The Facility's policy is to maintain all Resident funds in a separate account, except for a nominal amount maintained in a petty cash fund for the Residents' convenience.

The Facility shall have a system that ensures a complete and separate accounting, based on generally accepted accounting principles, of the personal funds deposited with the Facility by each Resident or on his or her behalf. This system shall also ensure that the Resident's funds are not commingled with the Facility's funds or with any other funds besides those of other Residents. In addition to the required quarterly accounting, the Facility shall provide individual financial records at the written request of the Resident.

The personal balances of Residents who receive Medicaid/Medi-Cal benefits must remain within a certain dollar range to satisfy State and Federal laws. The Facility shall notify a Medicaid/Medi-Cal Resident if his or her account balance is within two hundred dollars (\$200) of the Federal Supplemental Security Income (SSI) limit. The Facility shall also notify the Resident if the account balance, in addition to the Resident's known non-exempt assets, reaches the SSI resource limit. A balance in excess of this limit may cause the Resident to lose eligibility for Medicaid/Medi-Cal or SSI.

If a Resident who has personal funds deposited with the Facility expires, the Facility shall refund the Resident's account balance within thirty (30) days and provide a full accounting of these funds to the individual, probate jurisdiction administering the Resident's estate, or other entity as required by State law or regulation.

**If the Resident wants the Facility's assistance with managing personal funds, the Resident is required to complete and sign the Resident Fund Management Form in the Admission Packet.**

## Appendix B (California Only): Notice Regarding Standards for Medi-Cal Eligibility

### ***If you or your spouse is in or is entering a nursing facility, read this important message!***

You or your spouse do not have to use all your resources, such as savings, before Medi-Cal might help pay for all or some of the costs of a nursing facility.

You should be aware of the following to take advantage of these provisions of the law:

#### **Unmarried Resident**

An unmarried resident is financially eligible for Medi-Cal benefits if he or she has less than \$2,000 in available resources. A home is an exempt resource and is not considered against the resource limit, as long as the resident states on the Medi-Cal application that he or she intends to return home. Clothes, household furnishings, irrevocable burial plans, burial plots, and an automobile are examples of other exempt resources.

If an unmarried resident is financially eligible for Medi-Cal reimbursement, he or she is allowed to keep from his or her monthly income a personal allowance of \$35 plus the amount of health insurance premiums paid monthly. The remainder of the monthly income is paid to the nursing facility as a monthly deductible called the “Medi-Cal share-of-cost.”

#### **Married Resident**

If one spouse lives in a nursing facility, and the other spouse does not live in a nursing facility, the Medi-Cal program will pay some or all of the nursing facility costs as long as the couple together does not have more than \$126,420 in available assets. The couple’s home will not be counted against the \$126,420, as long as one spouse or a dependent relative, or both, lives in the home, or the spouse in the nursing facility states on the Medi-Cal application that he or she intends to return to the couple’s home to live.

If a spouse is eligible for Medi-Cal payment of nursing facility costs, the spouse living at home is allowed to keep a monthly income of at least his or her individual monthly income or \$3161, whichever is greater. Of the couple’s remaining monthly income, the spouse in the nursing facility is allowed to keep a personal allowance of \$35 plus the amount of health insurance premiums paid monthly. The remaining money, if any, generally must be paid to the nursing facility as the “Medi-Cal share-of-cost.” The Medi-Cal program will pay remaining nursing facility costs.

Under certain circumstances, an at-home spouse can obtain an order from an administrative law judge that will allow the at-home spouse to retain additional resources or income. Such an order can allow the couple to retain more than \$126,420 in available resources if the income that could be generated by the retained resources would not cause the total monthly income available to the at-home spouse to exceed \$3,161. Such an order also can allow the at-home spouse to retain more than \$3,161 in monthly income, if the extra income is necessary “due to exceptional circumstances resulting in significant financial duress.”

An at-home spouse also may obtain a court order to increase the amount of income and resources that he or she is allowed to retain, or to transfer property from the spouse in the nursing facility to the at-home spouse. You should contact a knowledgeable attorney for further information regarding court orders.

The paragraphs above do not apply if both spouses live in a nursing facility and neither previously has been granted Medi-Cal eligibility. In this situation, the spouses may be able to hasten Medi-Cal eligibility by entering into an agreement that divides their community property. The advice of a knowledgeable attorney should be obtained prior to the signing of this type of agreement.

Note: For married couples, the resource limit (\$126,420 in 2019) and income limit (\$3,161 in 2019) generally increase a slight amount on January 1 of every year.

### **Transfer of Home for Both a Married and an Unmarried Resident**

A transfer of a property interest in a resident's home will not cause ineligibility for Medi-Cal reimbursement if either of the following conditions is met:

- a. At the time of transfer, the recipient of the property interest states in writing that the resident would have been allowed to return to the home at the time of the transfer, if the resident's medical condition allowed him or her to leave the nursing facility. This provision shall only apply if the home has been considered an exempt resource because of the resident's intent to return home.
  
- b. The home is transferred to one of the following individuals:
  1. The resident's spouse.
  2. The resident's minor or disabled child.
  3. A sibling of the resident who has an equity interest in the home, and who resided in the resident's home for at least one year immediately before the resident began living in institutions.
  4. A son or daughter of the resident who resided in the resident's home at least two years before the resident began living in institutions, and who provided care to the resident that permitted the resident to remain at home longer.

This is only a brief description of the Medi-Cal eligibility rules; for more detailed information, you should call your county welfare department. You probably will want to consult with the local branch of the state long-term care ombudsman, an attorney, or a legal services program for seniors in your area.

## Appendix C (California Only): Notice Regarding Medi-Cal Application and Share of Cost Requirements

*For Medi-Cal Beneficiaries and the Individuals Who Handle Their Money.*

*Regarding the Amount of Income Determined by the California Medi-Cal Program to be the Resident's "Share of Cost" that Must Be Paid to This Facility and the Resident's Right to Appeal Medi-Cal's Share of Cost Determination.*

The payment of the Resident's Share of Cost as determined by the California Medi-Cal Program is required by law.

The amount of the Share of Cost that must be paid to this Facility is determined by the California Medi-Cal program through the Department of Social Services. This amount is not something that the Facility decides or controls.

If you believe that the Share of Cost assigned to the Resident by Medi-Cal is not correct, you may apply for a state hearing (through the Medi Cal office that is handling the Resident's case) for a determination as to the accuracy of the amount of the Resident's Share of Cost.

The assigned Share of Cost must be paid to this Facility unless there is a final determination by Medi-Cal following an appeal that the Resident's Share of Cost amount is incorrect.

The telephone number and address of the Medi-Cal field office closest to this Facility is:

*Please see Appendix C-1 for a complete listing by County.*

If you have any questions regarding this notice or the legal responsibility to pay the Resident's Share of Cost, please contact the Facility Business Office Manager as soon as possible.

If the Resident has converted from a non Medi-Cal payment category to the Medi-Cal payment category, and you are unsure of the amount of the Resident's Share of Cost that must be paid to the Facility, you may obtain an estimate of the amount by contacting the local Medi-Cal office for this information regarding the amount of the Resident's Share of Cost.

If, for any reason, the Resident becomes ineligible for Medi-Cal benefits, the Resident will be responsible for paying the private rates for care at this Facility unless the Resident qualifies for payment by another third-party payer category.

## Appendix C-1 (California Only): Medi-Cal Field Office Listing by County

County Name	County Address / Phone
Alameda	<b>Alameda County Social Services Agency</b> 24100 Amador St. Hayward, CA 94544 (888) 999-4772 <b>Toll Free</b>
Fresno	<b>Fresno County Department of Human Services</b> (855) 832-8082 <b>Toll Free</b> (559) 600 - 1377 <b>Automated Assistance</b>
Los Angeles	<b>Department of Public Social Services</b> (866) 613-3777 <b>Customer Service Center, County Medi-Cal Office</b> (626) 569-1399 (310) 258-7400 (818) 701-8200
Orange	<b>Orange County Social Services Agency</b> (Call for nearest district office) (800) 281-9799 <b>Toll Free</b> (855) 541-5411 To apply for benefits for Existing Clients
San Diego	<b>San Diego County Dept. of Health &amp; Human Services Agency</b> (Call for the nearest district Office) (866) 262-9881 <b>Toll Free</b>
San Joaquin	<b>San Joaquin County Human Services Agency</b> 333 E. Washington Street Stockton, CA 95202 (209) 468-1000
Santa Barbara	<b>Santa Barbara County Department of Social Services</b> 234 Camino Del Remedio Santa Barbara, CA 93110 (866) 404-4007 <b>Toll Free</b>
Santa Clara	<b>Santa Clara County Social Services Agency</b> <b>Assistance Application Center</b> 1867 Senter Road San Jose, CA 95112 (408) 758-3800

County Name	County Address / Phone
Santa Cruz	<p><b>County of Santa Cruz Human Services Department</b>            1020 Emeline Avenue            Santa Cruz, CA 95060</p> <p>18 W. Beach Street            Watsonville, CA 95076            (888) 421-8080 <b>Toll Free</b></p>
Stanislaus	<p><b>Stanislaus County Community Services Agency</b>            251 East Hackett Road, P.O. Box 42 95353            Modesto, CA 95355            (877) 652-0734 <b>Toll Free</b></p>
Ventura	<p><b>Ventura County Human Services Agency</b>            855 Partridge Drive            Ventura, CA 93003            (888) 472-4463 <b>Toll Free</b></p>
Yolo	<p><b>Yolo County Health and Human Services Agency</b></p> <p><b><u>Woodland Office</u></b>            25 N. Cottonwood Street            Woodland, CA 95695</p> <p><b><u>West Sacramento Office</u></b>            500-A Jefferson Boulevard            West Sacramento, CA 95605</p> <p><b><u>Davis Office</u></b>            600 A Street            Davis, CA 95616</p> <p><b><u>Winters Office</u></b>            111 East Grant Avenue            Winters, CA 95694</p> <p>(855) 278-1594 <b>Toll Free</b></p>

For more information visit the California Department of Health Care Services website at [www.dhcs.ca.gov/services/medi-cal](http://www.dhcs.ca.gov/services/medi-cal).

## Appendix D: Smoking Policy

### Policy:

It is facility policy to provide a safe and healthy environment for residents, visitors, and employees who engage in smoking activities on facility premises. Employees are only permitted to smoke outside normal working hours or during breaks and meal periods. Marijuana (in any form) and illegal substances are prohibited on premises.

### Smoking Rules and Compliance Guidelines:

1. Smoking (including e-cigarettes) is prohibited in all areas except designated smoking area(s). Designated Area signs will be prominently posted. No smoking signs will be placed where oxygen is used or stored.
2. Safety measures for the designated smoking area will include, *but are not limited to*:
  - a. Protection from weather conditions (i.e., covered patio or shade structure).
  - b. Required use of ashtrays made of noncombustible material and safe design for ash/disposal.
  - c. Metal containers with self-closing covers into which ashtrays are to be emptied.
  - d. Accessible fire extinguisher and fire blanket.
  - e. Prohibition of oxygen use or oxygen delivery systems in the smoking area (even if turned off).
  - f. A location away from exits or common areas used by others (to protect from second-hand smoke).
3. Electronic cigarettes (e-cigarettes/vape/vapor pen) can catch on fire and/or explode if not handled and stored safely. Safety measures to use electronic cigarettes will include, *but are not limited to*:
  - a. Encouraging devices with safety features (firing button locks, vent holes, anti-over-charging feature).
  - b. Storing loose batteries and extra cartridges away from coins, keys, or other metal objects.
  - c. Replacing e-cigarette batteries when they become damaged or wet.
  - d. Only charging the device with the intended charger it came with (not by cell phone or tablet) and not leaving the device to charge overnight or unattended; and only charging on clean, flat, dry surfaces.
    - Employees are not allowed to charge devices on facility premises.
4. Residents who smoke will be assessed by IDT (minimally) upon admission, with each significant change of condition, and annually to determine safe smoking ability and provide individualized interventions to address:
  - Cognitive, manual dexterity, or other physical/mobility issues
  - Poor Safety Awareness &/or Supervision needs
  - Adaptive equipment needs (smoking aprons, etc.)
  - Non-compliance or behavioral issues
  - Desires to quit smoking; educational materials, pharmacological, &/or behavioral support.
5. Smoking materials of Residents requiring supervision will be maintained by staff. Those assessed and deemed independent may be provided with a way to secure their own smoking materials (locked drawer or container).
6. All safe smoking measures will be documented on each resident's care plan and communicated to all staff, visitors, and volunteers who will be responsible for supervising residents while smoking. Any resident who is deemed safe to smoke, with or without supervision, will be allowed to smoke in designated smoking areas (weather permitting), at designated times, in accordance with care plan.
7. Failure to abide by smoking policy (or care plan) may result in revised safety measures, behavior contracts, and considering alternate placement if non-compliance compromises the safety of resident and/or others.
8. Employees violating this policy may experience disciplinary action up to, and including, termination.
9. Smokers will be notified of smoking policy and rules upon admission or hire (and as needed). If facility changes policy to prohibit smoking (including e-cigarettes), it will notify staff and allow current residents who smoke to continue smoking in an area that maintains their quality of life and considers non-smokers. Residents admitted after facility changes policy will be informed at the time of admission, along with family members.

# Appendix E: Theft and Loss Prevention Program Requirements

## Health and Safety Code Sections 1289.3-5

### §1289.3 Failure to safeguard patient property; reimbursement; citation

- (a) A long-term health care facility, as defined in Section 1418, which fails to make reasonable efforts to safeguard patient property shall reimburse a patient for or replace stolen or lost patient property at its then current value. The facility shall be presumed to have made reasonable efforts to safeguard patient property if the facility has shown clear and convincing evidence of its efforts to meet each of the requirements specified in Section 1289.4. The presumption shall be a rebuttable presumption, and the resident or the resident's representative may pursue this matter in any court of competent jurisdiction.
- (b) A citation shall be issued if the long-term health care facility has no program in place or if the facility has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1289.4. The department shall issue a deficiency in the event that the manner in which the policies have been implemented is inadequate or the individual facility situation warrants additional theft and loss protections.
- (c) The department shall not determine that a long-term health care facility's program is inadequate based solely on the occasional occurrence of theft or loss in the facility.

### § 1289.4 Theft and Loss Programs

A theft and loss program shall be implemented by the long-term health care facilities within 90 days after January 1, 1988. The program shall include all of the following:

- (a) Establishment and posting of the facility's policy regarding theft and investigative procedures.
- (b) Orientation to the policies and procedures for all employees within 90 days of employment.
- (c) Documentation of lost and stolen patient property with a value of twenty-five dollars (\$25) or more and, upon request, the documented theft and loss record for the past 12 months shall be made available to the State Department of Health Services, the county health department, or law enforcement agencies and to the office of the State Long-Term Care Ombudsman in response to a specific complaint. The documentation shall include, but not be limited to, the following:
  - (1) A description of the article.
  - (2) Its estimated value.
  - (3) The date and time the theft or loss was discovered.
  - (4) If determinable, the date and time the loss or theft occurred.
  - (5) The action taken.
- (d) A written patient personal property inventory is established upon admission and retained during the resident's stay in the long-term health care facility. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, an agent/representative, or a person acting on behalf of the resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, agent/representative, or other authorized representative. The resident, resident's family, or an agent/representative may list those items which are not subject to addition or deletion from the inventory, such as personal clothing or laundry, which are subject to frequent removal from the facility.



- (e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident and authorized representative in exchange for a signed receipt.
- (f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate notice to the public administrator of the county upon the death of a resident without known next of kin as provided in Section 7600.5 of the Probate Code.
- (g) Documentation, at least semiannually, of the facility's efforts to control theft and loss, including the review of theft and loss documentation and investigative procedures and results of the investigation by the administrator and, when feasible, the resident council.
- (h) Establishment of a method of marking, to the extent feasible, personal property items for identification purposes upon admission and as added to the property inventory list, including engraving of dentures and tagging of other prosthetic devices.
- (i) Reports to the local law enforcement agency within 36 hours when the administrator of the facility has reason to believe patient property with a then current value of one hundred dollars (\$100) or more has been stolen. Copies of those reports for the preceding 12 months shall be made available to the State Department of Health Services and law enforcement agencies.
- (j) Maintenance of a secured area for patients' property which is available for safekeeping of patient property upon the request of the patient or the patient's agent/representative. Provide a lock for the resident's bedside drawer or cabinet upon request of and at the expense of the resident, the resident's family, or authorized representative. The facility administrator shall have access to the locked areas upon request.
- (k) A copy of this section and Sections 1289.3 and 1289.5 is provided by a facility to all of the residents and their resident representatives, and, available upon request, to all of the facility's prospective residents and their resident representatives.
- (l) Notification to all current residents, and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.

#### **§ 1289.5 Contracts of admission; lesser standards of responsibility prohibited**

No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a long-term health care facility, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.

## Appendix F: Theft and Loss Policy and Procedure

### OBJECTIVE:

It is the policy of this facility to safeguard the property/belongings of the residents in this facility. This facility will protect a resident's personal belongings to the fullest extent possible. The purpose of this guideline is to provide a consistent method of investigating the situation if and when a resident's belongings are deemed as missing.

### PROCESS:

Report of theft of money or belongings of residents will be handled by administration in a prompt manner. Reports by staff or visitors will be referred to the administration.

Reports to a resident council member and to administration will be investigated seeking answers to:

1. Has there been a theft or was money or item misplaced?
2. Is anyone able to verify money or item was present before it was reported missing?
3. When did the alleged event occur?
4. Who was around at the time?
5. Are there patterns notes such as same time when events occur?
  - a. Same people present in area
  - b. Location of missing items in same place

Methods of ending missing belongings:

1. Transfer of resident or staff
2. Discharge of staff
3. Prosecution of thief

Results of investigation will be kept on file in the Executive Director's office.

## Appendix G: Grievance Policy and Procedure

Purpose: To ensure all residents have the right to voice a grievance without fear of reprisal and all grievances are addressed and resolved to the facility's ability in a timely fashion.

Protocol:

1. Any grievance or concern that cannot be immediately resolved will be documented on the Concern/Grievance form. (The forms can be generated by the resident or the facility can complete one on behalf of the resident.)
2. The Concern/Grievance forms will be kept in a public location so they are easily accessible.
3. Completed forms will be forwarded to the Social Service department.
4. The Grievance Official will review the issue, keep a copy, and forward it to the appropriate department head for resolution.
5. The receiving department manager will act immediately and begin interventions toward resolution. The goal is to attempt to resolve the issue at its core to prevent recurrence.
  - (a) If in services are provided as part of the resolution, copies of the lesson plan and list of attendees must be attached to the Concern/Grievance form.
6. The receiving department manager must provide documented interventions toward resolution within 72 hours. The completed form will be returned to the Grievance Coordinator.
7. The Grievance Official will contact the complainant to relay the interventions being implemented.
8. The Grievance Official will indicate whether or not the issue is RESOLVED or UNRESOLVED.
9. The Grievance Official is responsible for overseeing the grievance process, receiving and tracking grievances through to their conclusions; leading any necessary investigations by the facility; maintaining the confidentiality of all information associated with grievances, for example, the identity of the resident for those grievances submitted anonymously, issuing written grievance decisions to the resident; and coordinating with state and federal agencies as necessary in light of specific allegations.
10. A copy of the completed Concern/Grievance forms will be filed for three years.
  1. A log of grievances for the current year will be kept in the Grievance binder.
  2. Any trends will be reported monthly at the QA meeting.

## Appendix H: Civil Rights Grievance Procedure

It is the policy of this facility to not discriminate in admissions, provision of services, hiring and employment practices on the basis of race, color, national origin, sex, religion, age or disability (including AIDS and related conditions). This facility has an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans With Disabilities Act (ADA) of 1990. These regulations state, in part, that no person will, solely by reasons of his or her race, color, national origin, sex, religion, age or disability (including AIDS and related conditions) be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving state or federal financial assistance.

1. Any person who believes he or she has been subjected to discrimination on the basis of race, color, national origin, sex, religion, age or disability (including AIDS and related conditions) may file a grievance under this procedure. It is unlawful for this facility to retaliate against anyone who files a grievance or cooperates in the investigation or a grievance.
2. Grievances must be submitted to the Civil Rights Coordinator within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
3. A complaint must be in writing, containing the name and address of the person filing it (“the grievant”). The complaint must state the problem or action alleged to be discriminatory and the remedy or relieve sought.
4. The Civil Rights Coordinator (or his or her designee) will conduct an investigation of the complaint to determine its validity. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Civil Rights Coordinator will maintain the files and records of this facility relating to such grievances.
5. The Civil Rights Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
6. The grievant may appeal the decision of the Civil Rights Coordinator by filing an appeal in writing to the administrator within 15 days of receiving the Civil Rights Coordinator’s decision.
7. The administrator will issue a written decision in response to the appeal no later than 30 days after its filing.
8. The availability and use of this grievance procedure do not preclude a person from filing a complaint of discrimination on the basis of race, color, national origin, sex, religion, age or disability (including AIDS and related conditions) with the Office for Civil Rights (OCR) in San Francisco, CA; telephone (415) 437-8310 (voice) or (415) 437-8311 (TDD).
9. If the grievance is based on a disability, this facility will make appropriate arrangements to assure that persons with disabilities can participate in or make use of this grievance process on the same basis as persons who do not have disabilities. Such arrangements may include, but not be limited to, the provision of interpreters for the deaf, providing taped cassettes for the blind, or assuring a barrier-free location for the proceedings. The civil rights coordinator will be party for such arrangements.

## Appendix I: Policy Regarding Implementation of Patient Self-Determination Act

The following information is being provided to the Resident as a result of a Federal Law, the Patient Self-Determination Act" which requires certain health care institutions, including skilled nursing facilities, to notify Residents of their rights under Federal and State law to make decisions regarding their medical treatment. Pursuant to this law, on Admission, California facilities will provide each Resident with the most current copy of the PSDA brochure, *Your Right to Make Decisions About Medical Treatment*, as approved by the California Department of Health Services and the Facility will ask each Resident whether he or she has stated, formulated and/or signed an advance directive, and document the Resident's answer.

This Facility recognizes the dignity and value of each Resident's life and the right of each Resident to make decisions regarding his or her medical treatment. When a Resident lacks medical decision-making capacity, this Facility recognizes the Resident's right to have these decisions made on his or her behalf by a surrogate decision-maker in accordance with State law and this Facility's policies and procedures.

This Facility recognizes the rights of each Resident to state, formulate, sign or execute an advance directive. This Facility complies with California laws and court decisions on advance directives. An advance directive is an oral statement or a written document that states choices for health care and/or names someone to make those choices in the event that a Resident is unable to do so. These choices may include the refusal of certain types of care. A Power of Attorney for Health Care and a Natural Death Act Declaration are examples of written advance directives.

This Facility does not condition the provision of care or otherwise discriminate against anyone based on whether or not they have stated, formulated or signed an advance directive. This Facility has policies to ensure that Residents' wishes about treatment will be followed. Questions about the Facility's policies regarding decision-making about medical treatment and/or advance directives may be addressed to the Executive Director or other designated staff member. If this Facility cannot follow an advance directive based on conscience, any limitations are clearly and precisely stated in these policies. Questions regarding whether to state, formulate or sign an advance directive or about its content should be discussed with the Resident's physician, nurse, or Resident Representative.

It is the Resident's responsibility to provide notice of any oral advance directive(s) or a copy of any written advance directive(s) to this Facility so that it can be kept with the Resident's records.

## Appendix J: Privacy Notice – Notice of Privacy Practices

### PURPOSE OF THIS NOTICE

We must provide this notice to each patient. We must make a good faith effort to obtain written acknowledgment of receipt of this notice from each patient. We must have this notice available at the facility for patients to request to take with them. We must post the notice in our office in a clear and prominent location to be reviewed by the patient. This notice is also available on our website at [www.covenantcare.com](http://www.covenantcare.com). Covenant Care California, LLC and Its Subsidiaries (CC) is committed to maintaining your health and financial information in a private and confidential manner. This Notice will give you information regarding our privacy practices. This notice applies to all of your health and financial information maintained in our facility and includes any information that we receive from other health care providers or facilities. The Notice describes the ways in which we may use or disclose your health and financial information and also describes your rights and our obligations concerning such uses or disclosures.

### OUR LEGAL DUTY

We are required by applicable federal and state law to maintain the **privacy and security** of your protected health and financial information. We are also required to give you this Notice about our **privacy** practices, our legal duties, and your rights concerning your health and financial information. We must follow the **privacy** practices that are described in this Notice while it is in effect. This Notice takes effect immediately and will remain in effect until we replace it.

We reserve the right to change our **privacy** practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our **privacy** practices and the new terms of our Notice effective for all health and financial information that we maintain, including health and financial information we created or received before we made the changes. Before we make a significant change in our **privacy** practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our **privacy** practices, or for additional copies of this Notice, please contact us.

### USES AND DISCLOSURES OF HEALTH AND FINANCIAL INFORMATION FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

1. **Treatment, Payment, and Health Care Operations.** The following section describes different ways that we may use and disclose your health and financial information for purposes of treatment, payment, and health care operations. We have not listed every type of use or disclosure, but the ways in which we use or disclose your information will fall under one of these purposes.
  - a. **Treatment.** We may use your health and financial information to provide you with health care treatment and services. We may disclose your health and financial information to doctors, dentists, nurses, dental hygienists, dental assistants, technicians, or other personnel who are involved in your health care.

- b. **Payment.** We may use or disclose your health and financial information so that we may bill and receive payment from you, an insurance company, or another third party for the healthcare services you receive from us. We also may disclose health and financial information about you to your health plan in order to obtain prior approval for the services we provide to you, or to determine that your health plan will pay for the treatment.
- c. **Health Care Operations.** We may use and disclose your health and financial information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities.
- d. **Facility Operations.** We may display and/or post within the facility or on the facility/company website, names, photographs, films, videotapes, and/or audio recordings taken or made by the company. The above may only be used by the corporation and/or facility in publications or postings as issued by the corporation, facility or subsidiaries.

## **USES AND DISCLOSURES OF HEALTH AND FINANCIAL INFORMATION IN SPECIAL SITUATIONS**

1. **Appointment Reminders.** We may use or disclose your health information for purposes of contacting you to remind you of a health care appointment (i.e., voicemail messages, postcards, email, or letters).
2. **Family Members and Friends.** We may disclose your health and financial information to individuals, such as family and friends, who are involved in your care or who help pay for your care. We may make such disclosure when: (a) we have your verbal agreement to do so; (b) we make such disclosures, and you do not object, or (c) we can infer from the circumstances that you would not object to such disclosures. For example, if your spouse comes into the exam room with you, we will assume that you agree to our disclosure of your information while your spouse is present in the room. We also may disclose your health and financial information to family members or friends in instances when you are unable to agree or object to such disclosures, provided that we feel it is in your best interest to make such disclosures and the disclosures relate to that family member or friend's involvement in your care.
3. **Business associates.** Some of the services we provide are performed through contractual relationships with outside parties or business associates. These services may include (but are not limited to) financial, auditing, and legal. We make efforts to only provide business associates with the minimum necessary amount of PHI to carry out their contractual duties. All business associate contracts restrict the ability of the business associate to further use or disclose your PHI so that it is appropriately safeguarded.
4. **Individuals in custody.** If you are an inmate of a correctional institution or in the custody of a law enforcement official, we may disclose your PHI to the respective correctional institution or law enforcement official in accord with applicable laws, rules, regulations and our policies.
5. **Hospital directory.** Unless you tell us not to, we will include certain information about you in the hospital directory if you are admitted to one of our hospitals. This information may include your name, your location in the hospital, your general condition, your religious affiliation and

whether you wish to have our spiritual care chaplains visit you. This information may also be disclosed to people who ask for you by names such as your relatives, friends, and the media. Your religious affiliation may be given to community clergy even if they don't ask for you by name. You may opt of participating in the Hospital Directory at the time of admission or anytime thereafter.

## **OTHER PERMITTED OR REQUIRED USES AND DISCLOSURES OF HEALTH AND FINANCIAL INFORMATION**

There are certain instances in which we may be required or permitted by law to use or disclose your health and financial information without your permission. These instances are as follows:

1. **As required by law.** We may disclose your health and financial information when required by federal, state, or local law to do so. For example, we are required by the Department of Health and Human Services (DHHS) to disclose your health and financial information in order to allow DHHS to evaluate whether we are following federal privacy regulations.
2. **Public Health and Safety Activities.** We may disclose your health and financial information to public health authorities authorized by law to receive and collect health information for the purpose of preventing or controlling disease, injury, or disability; to report births, deaths, suspected abuse, neglect, or domestic violence, reactions to medications, or to facilitate product recalls.
3. **Health Oversight Activities.** We may disclose your health and financial information to a health oversight agency that is authorized by law to conduct health oversight activities, including audits, investigations, inspections, or licensure and certification surveys. These activities are necessary for the government to monitor the persons or organizations that provide health care to individuals and to ensure compliance with applicable state and federal laws and regulations.
4. **Judicial or administrative proceedings.** We may disclose your health and financial information to courts or administrative agencies charged with the authority to hear and resolve lawsuits or disputes. We may disclose your health and financial information pursuant to a court order, a subpoena, a discovery request, or other lawful process issued by a judge or other person involved in the dispute, but only if efforts have been made to (i) notify you of the request for disclosure or (ii) obtain an order protecting your health and financial information.
5. **Worker's Compensation.** We may disclose your health and financial information to worker's compensation programs when your health condition arises out of a work-related illness or injury.
6. **Law Enforcement Official.** We may disclose your health and financial information in response to a request received from a law enforcement official to report criminal activity or to respond to a subpoena, court order, warrant, summons, or similar process.
7. **Coroners, Medical Examiners, or Funeral Directors.** We may disclose your health information to a coroner or medical examiner for the purpose of identifying a deceased individual or to determine the cause of death. We also may disclose your health information to a funeral director for the purpose of carrying out necessary activities.
8. **Organ Procurement Organizations or Tissue Banks.** If you are an organ donor, we may disclose your health and financial information to organizations that handle organ procurement, transplantation, or tissue banking for the purpose of facilitating organ or tissue donation or transplantation.



9. **Research.** We may use or disclose your health information for research purposes under certain limited circumstances. Because all research projects are subject to a special approval process, we will not use or disclose your health information for research purposes until the particular research project for which your health information may be used or disclosed has been approved through this special approval process. However, we may use or disclose your health information to individuals preparing to conduct the research project in order to assist them in identifying patients with specific health care needs who may qualify to participate in the research project. Any use or disclosure of your health information that is done for the purpose of identifying qualified participants will be conducted onsite at our facility. In most instances, we will ask for your specific permission to use or disclose your health information if the researcher will have access to your name, address, or other identifying information.
10. **To Avert a Serious Threat to Health or Safety.** We may use or disclose your health information when necessary to prevent a serious threat to the health or safety of you or other individuals.
11. **Military and Veterans.** If you are a member of the armed forces, we may use or disclose your health and financial information as required by military command authorities.
12. **National Security and Intelligence Activities.** We may use or disclose your health and financial information to authorized federal officials for purposes of intelligence, counterintelligence, and other national security activities, as authorized by law.

## **USES AND DISCLOSURES PURSUANT TO YOUR WRITTEN AUTHORIZATION**

Except for the purposes identified above, we will not use or disclose your health and financial information for any other purposes unless we have your specific written authorization for such uses and disclosures, including but not limited to, most uses and disclosures of psychotherapy notes; uses and disclosures of your Protected Health Information for marketing purposes, including subsidized treatment communications; and uses disclosures that constitute a sale of your Protected Health Information. For these purposes and other uses and disclosures not described in this Notice of Privacy Practices, we will not use or disclose your Protected Health Information without your written authorization. You have the right to revoke a written authorization at any time as long as you do so in writing. If you revoke your authorization, we will no longer use or disclose your health and financial information for the purposes identified in the authorization, except to the extent that we have already taken some action in reliance upon your authorization.

## **YOUR RIGHTS REGARDING YOUR HEALTH AND FINANCIAL INFORMATION**

You have the following rights regarding your health and financial information. You may exercise each of these rights, in writing, by providing us with a completed form that you can obtain from our office. In some instances, we may charge you for the cost(s) associated with providing you with the requested information. Additional information regarding how to exercise your rights, and the associated costs can be obtained from our office.

1. **Right to Inspect and Copy.** You have the right to inspect and copy health and financial information that may be used to make decisions about your care. We may deny your request to inspect and copy your health and financial information in certain limited circumstances. If you are denied access to your health and financial information, you may request that the denial be reviewed. To access your medical information, you must submit a written request detailing what information you want access to and whether you want to inspect it or get a copy (paper or

electronic). To request your medical information, call or write the Medical Records Department of the servicing facility or contact our Privacy Officer (information at the end of this Notice). If you request a copy of your information, we will charge you for our costs to copy the information. We will tell you in advance what this copying will cost. You can look at your record at no cost.

2. **Right to Amend.** You have the right to request an amendment of your health and financial information that is maintained by or for our office and is used to make health care decisions about you. We may deny your request if it is not submitted correctly or does not include a reason to support your request. We may also deny your request if the information sought to be amended: (a) was not created by us, unless the person or entity that created the information is no longer available to make the amendment; (b) is not part of the information that is kept by or for our office; (c) is not part of the information which you are permitted to inspect and copy; or (d) is accurate and complete. If we decline such request, we will tell you why in writing within 60 days.
3. **Right to an Accounting of Disclosures.** You have the right to request an accounting of the disclosures of your health and financial information made by us. This accounting will not include disclosures of health and financial information made for purposes of treatment, payment, or health care operations pursuant to a written authorization you've signed.
4. **Right to Request Restrictions.** You have the right to request a restriction or limitation on the health and financial information we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the health and financial information we disclose about you to someone, such as a family member or friend, who is involved in your care or in the payment of your care. For example, you could ask that we not use or disclose information regarding a particular treatment that you received. We are not required to agree to your request. If we do agree, that agreement must be in writing and signed by you and us.
5. **Right to Request Restrictions to a Health Plan.** You have the right to request restrictions of your Protected Health Information that we disclose to a health plan if the disclosure is for payment or health care operations and pertains to a health care item or service for which you have paid out of pocket in full.
6. **Right to Request Confidential Communications.** You have the right to request that we communicate with you about your health care in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.
7. **Right to opt-out of Fundraising.** You have the right to opt-out of receiving fundraising communications from Covenant Care.
8. **Right to be Notified of a Breach.** You have the right to be notified following a breach of your unsecured Protected Health Information. You will be notified in the event a breach may have compromised the privacy or security of your information. Covenant Care takes very seriously the privacy of your Protected Health Information and has policies and procedures in place to protect this information; however, should a breach of your Protected Health Information occur, Covenant Care will send you a notification in accordance with all State and Federal Regulations.
9. **Right to a Paper Copy of this Notice.** You have the right to receive a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper of this Notice.

## QUESTIONS OR COMPLAINTS

If you have any questions regarding this Notice or wish to receive additional information about our privacy practices, please contact our Privacy Officer at the address below. If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of DHHS. To file a complaint with our office, contact our Privacy Officer at the address below. All complaints must be submitted in writing.

### **Covenant Care California, LLC**

c/o Privacy Officer

120 Vantis Drive, Suite 200

Aliso Viejo, CA 92656

Phone Number: (949) 349 – 1200 / Email: [Compliance.covenantcare.com](mailto:Compliance.covenantcare.com)

### **If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:**

U.S. Department of Health and Human Services / Office for Civil Rights

Phone Number: 1-800-368-1019, TDD: 1-800-537-7697 / Email: [OCRMail@hhs.gov](mailto:OCRMail@hhs.gov)

### **Your complaint must:**

- Be filed in writing by mail, fax, e-mail, or via the OCR Complaint Portal
- Name the covered entity or business associate involved, and describe the acts or omissions, you believed violated requirements of the Privacy, Security, or Breach Notification Rules
- Be filed within 180 days of when you knew that the act or omission complained of occurred. OCR may extend the 180-day period if you can show "good cause."

### **HIPAA Prohibits Retaliation**

Under HIPAA, an entity cannot retaliate against you for filing a complaint. You should notify OCR immediately in the event of any retaliatory action. How to File a Health Information Privacy or Security Complaint: <https://www.hhs.gov/hipaa/filing-a-complaint/complaint-process/index.html>

## EFFECTIVE DATE OF THIS NOTICE:

This Notice is effective January 15, 2023.

## Appendix K: Electronic Patient Portal

In partnership with PointClickCare, Covenant Care provides a convenient electronic portal that allows you (or someone you designate) to access your Electronic Health Information in accordance with HIPAA and other federal and state confidentiality laws. This system is interoperable and allows you and others to have prompt access to all your electronic health information. Simply request access, exchange, or use of your health record and we will provide you with prompt and convenient access. We will request a signed consent and authorization form that outlined access provisions, educates risks, and records your access desires. You will need to provide an active email address and mobile phone number to securely set-up your access portal. An email with a link to create a “**Connected Care Center**” account will be sent to your desired contact. The link will expire in 5 days. If this occurs, another link may be sent by selecting “Resend Invitation” from the Connected Care Center Account column. For security reasons, access that has not been used in 90 days will be terminated, and a new access request will be required.

## Appendix L: Audio and Video Policy (Resident/Public/Facility)

### **PURPOSE:**

- The resident has the right to privacy, confidential care, and protection of health information.
- Healthcare professionals have a duty to protect each resident’s healthcare information and privacy.
- Violations of the resident’s rights undermine the public’s confidence in healthcare organizations.
- Similarly, all persons, including residents, healthcare professionals and visitors to the facility, have an interest in how their recorded likeness, image and voice are subsequently used. In order to safeguard these identified interests, the facility does not permit photographing of any kind or use of audio or video recording devices, unless prior written consent is obtained from the resident and any other persons depicted within the facility.

### **GUIDELINES:**

The use of camera phones, electronic devices or other audio or video recording capable devices within the company may constitute not only an invasion of employees’ and residents’ personal privacy but may breach confidentiality of Covenant Care trade secrets or other protected information. Therefore, the use of camera or other video-capable recording devices within Covenant Care is prohibited without the express prior permission of senior management and of the person(s) present at the time. This prohibition is specifically applicable in resident rooms, common areas, restrooms, employee lounges, and locker rooms.

### **PROCEDURAL COMPONENTS:**

- A. All photographic and audio devices must be turned off or have their recording ability disabled upon entering the facility. Photographic and audio devices may include, but are not limited to:
  - i. Cell phone or smartphones
  - ii. Video cameras that create digital or film recordings
  - iii. Cameras or any other photographic equipment
  - iv. Tape recorders
  - v. MP3 players and iPods
  - vi. Tablets and Laptops
  - vii. Any devices, including digital watches, which can be used to record, transmit, receive, or play back audio, photographic, text, or video content.
- B. If written consent has been obtained for the use of photographic and audio devices, consents will become part of the resident's medical record. Only after written consent has been obtained may the recording function of photographic and audio devices be turned on or enabled.
- C. The recording function of photographic and audio devices must be utilized in such a manner to only include the likeness, images and/or voices of the persons that have provided written consent. As a result, the location of the use of the photographic and audio devices as well as the persons present in those areas must be carefully considered.
- D. The facility educates all residents/patients and family members about this policy upon admission and thereafter as needed. This information is included in the admission consent that is signed by the resident/patient or resident representative. Example language includes: In order to protect resident/patient privacy and in order to comply with privacy regulations, I agree that the use of photographic, video or audio devices will not be used by staff, residents/patients, or the public within the facility without the prior written authorization of the residents/patients and approval by facility management.
- E. Visitors who do not comply with this policy are required to leave the facility. Any unauthorized recording or images must be deleted.
- F. The facility may have surveillance cameras in use for security purposes. In this event, this fact will be posted in accordance with applicable state/local laws.
- G. Anyone who observes a violation of this policy should immediately inform facility administration.

### **RESPONSIBILITIES FOR MANAGERIAL STAFF:**

As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Violations of this policy will be subject to the highest forms of discipline up to and including termination. Covenant Care reserves the right to amend or alter the terms of this policy.

### **EXCEPTIONS:**

Exceptions to this procedure must be approved by the Vice President of IT and President, COO or CFO.

## Appendix M: Resident Antibiotic Information

### What are antibiotics?

- Antibiotics are medicines that fight infections caused by bacteria. Antibiotics work by targeting and killing harmful bacteria.
- Bacteria are different from viruses, they are single celled organisms that can live in a variety of environments. Viruses have no cell structure and require a living host to survive.
- Antibiotics work by breaking down cell walls of the bacteria. Antibiotics do not work on viruses such as colds, coughs, or flu.

### How do people get bacterial infections?

Bacteria are everywhere, even on people's skin and in their gut. Normally, your immune system helps control the bacteria and attacks bacteria that get into a wound in your skin. Sometimes bacteria grow quickly and your immune system can't keep up, so you develop an infection that needs treatment.

### What are the risks or potential harms of taking antibiotics?

- Antibiotics are an important treatment when there is a confirmed infection.
- There are five potential health problems that can occur as a result of taking an antibiotic:
  1. Allergic reactions such as a rash or swelling.
  2. Side effects: upset stomach or nausea.
  3. Other medications: antibiotics might interact with certain drugs such as antacids, Coumadin (warfarin), blood pressure or anti-diabetic medications. Interactions can interfere with the effectiveness of either the antibiotic or the medication.
  4. Infection: an antibiotic can lead to an infection called *Clostridium difficile* or *C. diff*.
    - *C. diff* is bacteria that can cause severe illness and be life threatening, particularly for older adults. Symptoms include diarrhea, pain/cramps, weight loss, fever, and dehydration.
    - People have lots of bacteria in their bodies, good, and bad. Good bacteria protect the body. Antibiotics destroy all bacteria, good and bad which can leave a person vulnerable for bad bacteria to cause an infection. *C. diff* is a type of bad bacteria that can infect people when their good bacteria cannot fight as hard to protect them.
    - Someone is much more likely to get a *C. diff* infection after taking antibiotics.
    - *C. diff* can spread easily, mainly on hands from person to person, but also on cart handles, bedrails, bedside tables, toilets, sinks, even telephones and remote controls.
    - In recent years, *C. diff* infections have become more common, severe, and difficult to treat. Once a person has *C. diff*, there is susceptibility for reoccurrence.
  5. Antibiotic Resistance / Antibiotic Resistant Bacteria:
    - Antibiotics normally work by killing bacteria or germs. Sometimes the strongest ones are not all killed and then they grow and spread resulting in a person getting sick again. This time the bacteria will be harder to kill as the antibiotics no longer work against it, creating an 'antibiotic resistance'.
    - The more often you use an antibiotic, the greater chance it will not kill the bacteria.
    - When resistance develops, you will need a different antibiotic prescribed to fight infection.
    - Isolation to prevent the infection from spreading to others may be necessary.
    - When bacteria become resistant to many antibiotics, they are called "**multidrug-resistant organisms,**" or "**MDROs.**" You are more likely to have a multidrug resistant organism if you take antibiotics often or for long periods.

## **What Should I Do if I Find Out I Have Antibiotic-Resistant Bacteria?**

Take steps to prevent spreading the bacteria to others and to places on your body where the bacteria might cause an infection:

- **Always wash your hands** with soap and warm water before eating, after using the bathroom, after coughing or sneezing, or after any contact with bodily fluids, such as urine or blood.
- **Let staff know** about any cuts or wounds you have so they can be covered with a bandage.
- **Remind your visitors to wash their hands** when they come in and as leave the nursing facility.
- **Avoid spending time with people who** exhibit symptoms of an infection such as fever, cough or cold, those who have had surgery recently, or those who are taking antibiotics as they may be more at risk of getting an infection.

You can talk to a nurse or other health care provider about antibiotic-resistant bacteria and how it may affect your health and health care. For more information about antibiotic resistance, visit:

CDC: Antibiotic/Antimicrobial Resistance <http://www.cdc.gov/drugresistance/about.html>

## **Will I Ever Get Rid of the Antibiotic-Resistant Bacteria?**

Many people never get rid of the antibiotic-resistant bacteria completely, but stay colonized with it—meaning, it continues to live on or in them, often without causing any more infections. Knowing that you have this type of bacteria helps you and your health care providers **take special precautions to help prevent any infections** from developing and avoid spreading to others.

## **What is our nursing facility doing to decrease the chance of these risks?**

- Improving the way we use antibiotics for our residents is one way we can protect the health and safety of care.
- Our nursing home is taking action in two ways to make sure residents get the right care at the right time thereby decreasing the likelihood of residents experiencing antibiotic resistance or C. diff infections.
  - First, we are providing information to our residents and their families—just as we are doing now—to share information to help understand the risks of antibiotics.
  - Second, we have an Antibiotic Stewardship Program to:
    - Support antibiotic use only when absolutely necessary - identified by a confirmed bacterial infection.
    - Support residents getting the right antibiotics, at the right time, for the right length of time.

## MISSION

### *“We are Family Serving Families”*

We achieve quality outcomes in all aspects of our organization through operational excellence, attracting and retaining top talent, and being socially responsible to the communities we serve.

## VISION

Covenant Care is the solution for high quality and efficient post-acute healthcare. We leverage dynamic innovative solutions in collaboration with our partners to enhance patient care and return patients home or to another desired setting.

## VALUES

*“We are Family Serving Families”* committed to the following core values:

**Compassion:** Patient care is our passion.

**Integrity:** Doing what is right in everything we do.

**Accountability:** Doing what we say we will do, when we say we will do it.

**Innovation:** Exceptional results from pioneering and adopting best practices.

**Bias for Action:** Taking initiative to create solutions.

**Dignity:** Treating people with respect.

*20*  
*years*  
OF FAMILY   
SERVING FAMILIES

Covenant Care Resource Center

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