

Notice of Privacy Practices

Effective September, 2013

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE READ IT CAREFULLY.

Carmel Terrace is dedicated to maintaining the privacy of your identifiable health information. In conducting our business, we will create records regarding you and the treatment and services we provide you. We are required by law to maintain the confidentiality of health information that identifies you. We also are required by law to provide you with this notice of our legal duties and privacy practices concerning your identifiable health information. By law, we must follow the terms of the Notice of Privacy Practices that we have in effect at the time.

To summarize, this notice provides you with the following information:

- How we may use and disclose your identifiable health information;
- Your privacy rights in your identifiable health information;
- Our obligations concerning the use and disclosure of your identifiable health information.

Carmel Terrace provides health care to residents and residents jointly with physicians and other health care professionals and organizations. The privacy practices described in this notice will be followed by:

- Any health care professional that treats you.
- All employees, medical staff, trainees, students or volunteers.
- All employees, medical staff, trainees, students or volunteers at other entities that are part of an organized health care arrangement with the nursing home.
- Any business associates of our nursing home.

The terms of this notice apply to all records containing your identifiable health information that are created or retained by our organization. We reserve the right to revise or amend our *Notice of Privacy Practice*. Any revision or amendment to this notice will be effective for all of your records our organization has created or maintained in the past, and for any of your records we may create in the future.

We may use and disclose your information in the following ways:

1. **Treatment.** We may use your identifiable information to provide supplies and services to you. For example, we ask you to provide us with such information as body weight, height, etc. Many of the people who work for us may use or disclose your identifiable health information in order to provide supplies and services to

- you or to assist others in your treatment. Additionally, we may disclose your identifiable health information to others who may assist in your care, such as your physician, therapists, spouse, children or parents. Your confidential information may be released to other healthcare providers in the event you need emergency care.
2. **Payment.** We may use and disclose your identifiable health information in order to bill and collect payment for the services and supplies you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for your supplies and/or services. We may also use and disclose your identifiable health information to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your identifiable health information to bill you directly for services and supplies.
 3. **Health Care Operations.** We may use and disclose your identifiable health information to operate our business. As examples of the ways in which we may use and disclose your health information for our operations, we may use your health information to evaluate the quality of care you receive from us, to conduct training for our staff on how to improve the quality of care they provide to you, or to conduct cost-management and business planning activities for our business.
 4. **Business Associates.** We may disclose your health information to contractors, agents and other business associates who need the information in order to assist us with obtaining payment or carrying out our business operations. If we do disclose your information to a business associate, we will have a written agreement with them to ensure that our business associate also protects the privacy of your health information.
 5. **Reception.** Your name will be listed with the receptionist for phone calls and visitors. If you wish your name removed from the reception list, please let us know.
 6. **Health-Related Benefits and Services.** We may use your identifiable health information to inform you of health-related benefits or services that may be of interest to you.
 7. **Release of Information to Family/Friends.** We may release your identifiable health information to a friend or family member that is helping you pay for your health care, or who assists in taking care of you.
 8. **Disclosures Required By Law.** We will use and disclose your identifiable health information when we are required to do so by federal, state or local laws.

Use and Disclosure of Your Identifiable Health Information in Certain Special Circumstances

The following categories describe unique scenarios in which we may use or disclose your identifiable health information:

1. **Public Health Activities.** We may disclose your identifiable health information to public health authorities that are authorized by law to collect information for the purpose of:
 - Maintaining vital records, such as births and deaths;
 - Reporting child abuse or neglect;
 - Preventing or controlling disease, injury or disability;
 - Notifying a person regarding a potential exposure to a communicable disease;
 - Notifying a person regarding a potential risk for spreading or contracting a disease or condition;
 - Reporting reactions to drugs or problems with products or devices;
 - Notifying individuals if a product or device they may be using has been recalled;
 - Notifying appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult resident (including domestic violence); however, we will only disclose this information if the resident agrees or we are required or authorized by law to disclose this information.
2. **Health Oversight Activities.** We may disclose your health information to a health oversight agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.
3. **Emergencies.** We may use or disclose your health information if you need emergency treatment or if we are required by law to treat you but are unable to obtain your general written consent. IF this happens, we will try to obtain your general written consent as soon as we reasonably can after we treat you.
4. **Lawsuits and Similar Proceedings.** We may use and disclose your identifiable health information in response to a court or administrative order, if you are involved in a lawsuit or similar proceeding. We also may disclose your identifiable health in response to a discovery request, subpoena, or other lawful process by another party involved in a dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
5. **Law Enforcement.** We may release identifiable health information if asked to do so by a law enforcement official:
 - Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement;
 - Concerning a death we believe might have resulted from criminal conduct;
 - Regarding criminal conduct in our offices;
 - In response to a warrant, summons, court order, subpoena, or similar legal process;
 - To identify/locate a suspect, material witness, fugitive or missing person;
 - In an emergency, to report a crime (including the location or victim(s) of the crime, or the description, identity, or location of the perpetrator).

6. **Serious Threats to Health or Safety.** We may use and disclose your identifiable health information when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.
7. **Coroners, Medical Examiners and Funeral Directors.** We may disclose health information to a coroner or medical examiner. We may also disclose medical information to funeral directors consistent with applicable law to carry out their duties.
8. **Military and Veterans.** If you are a member of the armed forces, we may release PHI about you as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate military authority.
9. **Research.** In most cases we will ask for your written authorization before using your health information or sharing it with others in order to conduct research. However, under some circumstances, we may use and disclose your health information without your written authorization if we obtain approval through a special process to ensure that research without your written approval poses minimal risk to your privacy. We may disclose information to researchers when their research has been approved by an Institutional Review Board or Privacy Board that has reviewed the research proposal and established protocols to ensure the privacy of your healthcare information.

Your Rights Regarding Your Identifiable Health Information

1. **Confidential Communications.** You have the right to request that we communicate with you about your health and related issues in a particular manner or at a certain location. In order to request a type of confidential communication, you must make a written request to us, specifying the requested method of contact or location where you wish to be contacted. We will accommodate reasonable requests. You do not need to give a reason for your request.
2. **Requesting Restrictions.** You have the right to request a restriction in our use or disclosure of your identifiable health information for treatment, payment or health care operations. Additionally, you have the right to request we limit our disclosure of your identifiable health care information to individuals involved in your care or the payment for your care, such as family members and friends. **We are not required to agree to your request except as otherwise required by law;** however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you. In order to request a restriction in our use or disclosure of your identifiable health information, you must make your request in writing to us. Your request must describe in clear and concise fashion: (a) the information you wish restricted; (b) whether you are requesting to limit our use, disclosure or both; and (c) to whom you want the limits to apply. If you or another third party has paid for services out of pocket in full, you may restrict disclosure to any and all recipients.

3. **Inspection and Copies.** You have the right to inspect and obtain a copy of the identifiable health information that may be used to make decisions about you, including resident medical records and billing records, but generally this does not include psychotherapy notes. You must submit your request in writing to us in order to inspect and/or obtain a copy of your identifiable health information. We will respond to your request for inspection of records within 10 days. We ordinarily will respond to a request for copies within 30 days if the information is located within our facility and within 60 days if it is located off-site at another facility. We may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. We may deny your request to inspect and/or copy your records in certain limited circumstances; however, you may request a review of our denial.
4. **Electronic Format.** You have the right to receive your health information in electronic format.
5. **Amendment.** You may ask us to amend your health information if you believe it to be incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for us. To request an amendment, your request must be made in and submitted to us in writing. You must provide us with a reason that supports your request for amendment. We will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask us to amend information that is: (a) accurate and correct; (b) not part of the identifiable health information kept by or for us; (c) not part of the identifiable health information which you would be permitted to inspect and copy; (d) not created by us, unless the individual or entity that created the information is not available to amend the information. If your request to amend is denied, you will have the right to have certain information related to your requested amendment included in your records. These rights will be explained to you in the written denial notice.
6. **Accounting of Disclosures.** All of our residents have the right to request an "accounting of disclosures." An "accounting of disclosures" is a list of certain disclosures we have made of your identifiable health information. In order to obtain an accounting of disclosures, you must submit your request in writing to our office. All requests for an "accounting of disclosures" must state a time period which may not be longer than six years and cannot include dates before April 14, 2003. The first accounting you request within a 12 month period will be provided free of charge, but you may be charged for the cost of providing additional accountings. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time.
7. **Sale of Health Information.** We may not sell your health information without your specific authorization. However, we may disclose health information for public health purposes, for treatment and payment for health care, for the sale, transfer, merger, or consolidation of all or part of our business and for related due diligence. We may also provide health information to a business associate in connection with the business associate's performance of activities for us, to a resident or beneficiary upon request, and as required by law.

8. **Use of Health Information for Marketing Purposes.** We must obtain authorization to use or disclose your health information for marketing purposes if we receive financial remuneration from a third party whose product or service is being promoted.
9. **Fundraising.** We may use limited health information, including department of service information, identity of the treating physician, and health insurance status as part of our fundraising efforts. You may request to opt out of receiving future fundraising communications.
10. **Psychotherapy Notes.** Most uses and disclosures of your psychotherapy notes, if we maintain or record such notes, will only be made after we obtain authorization from you.
11. **Right to a Paper Copy of this Notice.** You are entitled to receive a paper copy of our Notice of Privacy Practices. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice, contact our office.
12. **Right to File a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us or with the Department of Health and Human Services Office of Civil Rights. All complaints must be in writing. To file a complaint with us, please contact the Corporate Compliance Department, [insert address]. **You will not be penalized for filing a complaint.**
13. **Right to Provide an Authorization for Other Uses and Disclosures.** We will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the use and disclosure of your identifiable health information may be revoked at any time in writing. After you revoke your authorization, we will no longer use or disclose your identifiable health information for the reasons described in the authorization. Please note that we are unable to take back any disclosures we have already made with your permission, and we are required to retain records of your care.
14. **Notification of Breach.** If your health information has been compromised, we must notify you within sixty (60) days of the breach.

Any other uses and disclosures of your health information not described in this Notice of Privacy Practices will be made only with appropriate authorization. We reserve the right to change the terms of this Notice and to make the new Notice provisions effective for all protected health information that we maintain.

If you feel that someone has been given access to your medical information without appropriate authorization, or if you have any questions about this Notice of Privacy Practices, please call the Compliance Officer, Patricia Orrall, or the corporate compliance hotline at 855-268-0838.