

# NOTICE OF PRIVACY PRACTICES

---

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

We are required by law to safeguard your “protected health information” during the time you are living at Community, (“the Community” or “we”). We are also required to provide you with this notice of our legal duties and privacy practices.

The Community will not use or disclose your health information except as described in this Notice of Privacy Practices (“Notice”). This Notice applies to the health care and billing records (“protected health information”) generated or obtained during your stay in the Community.

## **USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

The following categories describe the ways that the Community may use and disclose your health information without a specific authorization from you:

**Treatment:** The Community will use your health information in the provision and coordination of your healthcare. We may disclose all or any portion of your protected health information to your physician(s), consulting physician(s), nurses, hospitals, and other healthcare providers who provide you care.

**Payment:** The Community may release your protected health information for the purposes of determining coverage, billing, claims management, medical data processing and reimbursement. The information may be released to an insurance company, third-party payor or other entity (or their authorized representatives) involved in the payment of your medical bill and may include copies or excerpts of your health records that are necessary for payment of your account. For example, a bill sent to a third party payor may include information that identifies you, your diagnosis, and services provided.

**Healthcare Operations:** The Community may use and disclose your protected health information during routine operations, including but not limited to the operation of the Community, quality assurance, utilization review, internal auditing, accreditation, certification, licensing or credentialing activities, training, and educational purposes.

**Business Associates:** The Community may use and disclose certain protected health information about you to its service providers, who are “business associates” of the Community. A business associate is an individual or entity under contract with the Community to perform or assist the Community in a function or activity that necessitates the use or disclosure of your information. Examples of business associates include but are not limited to, consultants, independent contractors, accountants, lawyers, records storage companies, electronic medical record providers, software providers and third-party billing companies. The Community requires via contract that the business associate to protect the confidentiality of your information.

**Resident Directory:** If you do not object or ask to limit the protected health information, we may disclose your information in a resident directory. We will follow your wishes unless we are required by law to do otherwise.

**Required by Law:** The Community will disclose your protected health information about you when required to do so by law.

**Public Health Activities:** The Community may disclose your protected health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

**Victims of Abuse, Neglect or Domestic Violence:** The Community may disclose your protected health information to a public health authority that is authorized to receive reports of abuse, neglect, or domestic violence. We may make an effort to obtain your permission before releasing this information, but in some cases may be required or authorized to act without your permission.

**Health Oversight, Licensing, Accreditation and Regulatory Activities:** The Community may disclose your protected health information to health oversight agencies authorized to conduct audits, investigations, and inspections of our community. For example, billing practices may be audited by the State Auditor and records are subject to review by the Secretary of Health and Human Services and his/her authorized representatives.

**Judicial or Administrative Proceedings:** The Community may disclose your protected health information if we are ordered to do so by a court or an administrative hearing officer that is handling a lawsuit or other dispute or provided with a valid subpoena.

**Disclosures for Law Enforcement Purposes:** The Community may disclose your identity to law enforcement. Instances which may result in a disclosure of protected health information to law enforcement include to comply with court orders or assist with ongoing investigations

**Coroners, Medical Examiners and Funeral Directors:** The Community may disclose protected health information to a coroner, medical examiner or funeral director for the purposes of identifying a deceased person or other duties as authorized by the law.

**Organ and Tissue Donation:** The Community may share protected health information about you with organ procurement organizations.

**Research:** In some limited instances, the Community can use or disclose your protected health information for research.

**To Avert a Serious and Imminent Threat to Health or Safety:** The Community may use or disclose your protected health information when necessary to prevent a serious and imminent threat to your health or safety, or the health or safety of another person or the public.

**Specialized Government Functions:** The Community may disclose your protected health information to authorized federal officials for military and veteran activities.

**Workers' Compensation:** The Community may release protected health information about you for workers' compensation or similar programs that provide benefits for work-related injuries or illnesses.

**Fundraising:** The Community may contact you or your caregivers for fundraising efforts, but you can tell us not to contact you again.

**Caregivers:** You have the right and choice to tell us which protected health information to share with your family, close friends, or others involved in your care.

Except for the situations and exceptions described above, we will obtain your written authorization before using or disclosing your protected health information for other purposes. For example, except as otherwise set forth under State and Federal law, we must obtain your written authorization for most uses or disclosures of any for the use or disclosure of your protected health information for marketing purposes or for the sale of your protected health information.

## INDIVIDUAL RIGHTS

Although all records concerning your treatment obtained at the Community are the property of the Community, you have the following rights concerning your protected health information maintained in a Designated Record Set:

**Right to Confidential Communications:** You have the right to receive confidential communications of your protected health information by alternative means or at alternative locations.

**Right to Inspect and Copy:** You have the right to inspect and copy your protected health information used to make decisions about you upon receipt of a written request. Copies will be provided within 30 days of the written request. In certain limited instances we may deny your request.

**Right to Amend:** You have the right to amend protected health information you believe to be incorrect or incomplete. Any request for amendment should be submitted to the Community in writing, stating a reason in support of the amendment.

**Right to an Accounting:** You have the right to obtain an accounting of certain disclosures of your protected health information made during the preceding six year period. Such request should be made in writing.

**Right to Request Restrictions:** You have the right to request restrictions in writing on certain uses and disclosures of your medical information. The Community is not required to honor your request unless: (i) the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law, and (ii) the medical information pertains solely to a healthcare item or service for which you, or person other than the health plan on your behalf, has paid the Community in full.

**Right to Receive a Paper Copy:** You have the right to receive a paper copy of this Notice, even if you have previously agreed to receive the Notice electronically.

**Breach:** The Community will promptly notify affected individuals following a breach of unsecured protected health information.

**FOR MORE INFORMATION OR TO REPORT A PROBLEM**

If you have questions and would like additional information, you may contact the Community or our Privacy Officer at (727) 726-3980. To file a complaint with the Community, please contact the front desk located near the front entrance to the community. All complaints must be submitted in writing. Forms are available upon request. There will be no retaliation for filing a complaint. If you believe your privacy rights have been violated, you may file a complaint with the Community or with the Secretary of the Department of Health and Human Services.

**CHANGES TO THIS NOTICE**

The Community will abide by the terms of the Notice currently in effect. The Community reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all protected health information that it maintains. An updated version of the Notice may be obtained at the Community and on our website.

**NOTICE EFFECTIVE DATE**

This Notice is effective as of December 2021.

---

**ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

I certify that I have received a copy of the Community's Notice of Privacy Practices.

The Community reserves the right to change the privacy practices that are described in the Notice of Privacy Practices. I may obtain a revised Notice of Privacy Practices by calling the Community and requesting a revised copy be sent in the mail, asking for one at the Community, or accessing the website.

---

Resident Signature

---

Date

---

Responsible Party Signature

---

Date