

**EVERGREEN HEALTH & REHABILITATION, INC.**  
**NOTICE OF PRIVACY PRACTICES AND ACKNOWLEDGMENT**

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

**Protecting Your Information**

We respect the privacy of your personal health information and are committed to maintaining our residents' privacy and confidentiality. This Notice applies to all information and records related to your healthcare and medical treatment that we have received or created. We need these records to provide you with quality care and to comply with certain legal requirements. It extends to personally-identifiable health information received or created by our employees, staff, volunteers and medical director.

This Notice informs you about the possible uses and disclosures of your personal health information. It also describes your rights and our obligations regarding your personal health information. Evergreen Health and Rehabilitation Center ("the Facility") is committed to maintaining the privacy of all resident information and adheres to the requirements of the Health Insurance Portability and Accountability Act (HIPAA). This Notice of Privacy Practices explains the ways in which the Facility may use your protected health information and the ways in which the Facility safeguards each resident's protected health information.

**We are required by law to:**

- ! maintain the privacy of your protected health information;
- ! provide to you this detailed Notice of our legal duties and privacy practices relating to your personal health information; and
- ! abide by the terms of the Notice that are currently in effect.

**I. How Evergreen May Use & Disclose Your Health Care Information.**

The following categories describe different ways that we use and disclose health information. Following each use or disclosure, there will be a brief description further explaining it. All of the ways we are permitted to use and disclose information will not be listed, but will fall within one of these categories.

**Treatment**

- ! We may disclose your healthcare information to other healthcare professionals within our practice for the purpose of treatment, payment, or healthcare operations.
- ! On occasion, it may be necessary to seek consultation regarding your condition from other healthcare providers associated with Evergreen, or to share information with outside

providers for continuity of care purposes, such as with your primary care physician in the community.

! It is our policy to provide a substitute healthcare provider, authorized by the Facility, to provide assessment and/or treatment to our residents, without advanced notice, in the event of your attending healthcare provider's absence due to vacation, sickness, or emergency.

### **Payment**

We may use and disclose health information so that we or others may bill and receive payment from you, an insurance company, or a third party for the treatment and services you received.

### **For Health Care Operations**

We may use and disclose health information about you for operations of our Facility. These uses and disclosures are necessary to run our Facility and make sure that all of our residents receive quality care. For example, we may use health information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also combine health information about many residents to decide what additional services we should offer, what services are not needed, whether certain new procedures are effective, or to compare how we are doing with others and to see where we can make improvements.

### **Business Associates**

We may disclose health information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

### **Individuals Involved in Your Care or Payment for Your Care.**

We may share health information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures except in the event of an emergency.

### **Coroners, Health Examiners & Funeral Directors**

We may release health information to a coroner or health examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release health information about residents to funeral directors as necessary to carry out their duties.

### **Emergencies**

We may disclose your health care information to notify or assist in notifying a family member or another person responsible for your care about your medical condition or in the event of an emergency or of your death.

### **Public Health**

As required by law, we may disclose your health information to public authorities for purposes related to: preventing or controlling disease, injury or disability, reporting child abuse or neglect, reporting domestic violence, reporting to the Food and Drug Administration problems with products and reactions to medications, and reporting disease or infection exposure.

### **To Avert a Serious Threat to Health or Safety**

We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

### **As Required By Law**

We will disclose health information about you when required to do so by federal, state, or local law. This includes using or disclosing your health information to provide legally required notices of unauthorized access to or disclosure of your health information.

### **Military & Veterans**

If you are a member of the armed forces or separated/discharged from military services, we may release health information about you as required by military command authorities or the Department of Veterans Affairs, as may be applicable. We may also release health information about foreign military personnel to the appropriate foreign military authorities.

### **Workers' Compensation**

We may disclose your health information as necessary to comply with State Workers' Compensation Laws.

### **Judicial and Administrative Proceedings**

We may disclose your health information in the course of any administrative or judicial proceeding.

### **Law Enforcement**

We may disclose your health information to law enforcement officials for purposes such as identifying or locating a suspect, fugitive, material witness, or missing person, complying with a court order or subpoena, and other law enforcement purposes. We may also disclose health information about the victim of a crime if the victim agrees to disclosure or, under certain limited circumstances, we are unable to obtain the person's agreement; about a death we believe may be the result of criminal conduct; about criminal conduct at our Facility; and in emergency circumstances to report a crime; the location of a crime or victims; or the identity, description, or location of the person who committed the crime.

### **Public Safety**

It may be necessary to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health and safety of a particular person or to the general public.

### **National Security & Intelligence Activities**

We may release health information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

### **Marketing and Sale of Personal Health Information**

We must receive your written authorization for any disclosure of personal health information for marketing purposes or for any disclosure that is a sale of personal health information.

#### **Change of Ownership**

In the event that the Facility is sold or merged with another organization, your health information/records will become the property of the new owner.

## **II. Your Health Information Rights.**

You have the following rights regarding health information we maintain about you:

### **Right to Inspect and Copy**

You have the right to inspect and copy health information that may be used to make decisions about your care. This includes health and billing records, but not psychotherapy notes. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we cannot agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. If you request a copy of the information, we will charge a reasonable fee for the costs of copying, mailing or other supplies and services associated with your request. We may deny your request to inspect and copy in limited circumstances. If you are denied access to health information, you may request that the denial be reviewed using the proper form.

### **Right to Amend**

If you feel that health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as we keep the information. You must make a request to amend in writing and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and we will provide you with information about our denial and how you can disagree with the denial. If we deny your request, you may submit a written statement of your

disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

We may deny your request if you ask us to amend information that was not created by us, unless the person or entity that created the information is no longer available to make the amendment; that is not part of the health information kept by or for our Facility; that is not part of the information you would be permitted to inspect and copy; or that is accurate and complete.

Any amendment we make to your health information will be disclosed to those with whom we disclose information as previously specified.

### **Right to an Accounting of Disclosures**

You have the right to request a list accounting for any disclosure of your health information we have made, except for uses and disclosures for treatment, payment, and healthcare operations, as previously described. Your request must state a time period, and the time period may not be longer than six years. We may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. We will mail you a list of disclosures in paper form within 30 days of your request, or notify you if we are unable to supply the list within that time period and by what date we can supply the list; but this date will not exceed a total of 60 days from the date you made the request.

### **Right to Request Restrictions**

You have the right to request a restriction or limitation on the health 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 information we disclose about you to someone who is involved in your care or the payment for your care, such as a family member or friend. We are not required to agree to your request for restrictions if it is not feasible for us to ensure our compliance or believe it will negatively impact the care we may provide you. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment.

### **Right to Restrict Disclosure for Services Paid by You in Full**

You have the right to restrict the disclosure of your personal health information to a health plan if the personal health information pertains to health care services or items for which you or anyone other than your health plan paid in full.

### **Right to Request Confidential Communications**

You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by

mail to a post office box. We will not ask you the reason for the request and we will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

### **Right to Notice of Breach**

You have the right to be notified if we or one of our business associates become aware of a breach of your unsecured personal health information.

### **Right to a Copy of This Notice**

You have the right to obtain a paper copy of this notice at any time. You may obtain a copy of this notice either from the administrative office at the Facility, our website, or by requesting a copy of this notice be sent through electronic mail. If we know that the electronic message has failed to be delivered, a paper copy of this notice will be provided. Even if you have received a copy electronically, you still retain the right to receive a paper copy upon request.

## **III. Changes to this Notice of Privacy Practices.**

We reserve the right to change this Notice. We reserve the right to make the revised or changed notice effective for health information we already have about you, as well as any information we receive in the future. We will post a copy of the current notice in our Main Lobby. The notice will contain on each page, in the top left-hand corner, the effective date. In addition, each time you register for treatment or health care services, we will offer you a copy of the current notice in effect.

## **IV. Complaints.**

If you believe your privacy rights have been violated, you may file a complaint with us. You will not be penalized in any way for filing a complaint. Complaints should be directed to this office by calling (540)-667-7010 to make an appointment for a personal conference in person or by telephone within two (2) working days.

## **V. Other Uses of Health Information.**

Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose health information about you, you may revoke that permission at any time in writing. If you revoke your permission, we will no longer use or disclose health information about you for the reasons covered by your revoked written authorization. You understand that we are

unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

**VI. Acknowledgment of Receipt of Notice.**

By way of my signature, I acknowledge that Evergreen Health and Rehabilitation Center has provided me with this Notice regarding its use of my personal health information and my rights regarding that information. I consent to use of my private health information as explained in this Notice.

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Resident

\_\_\_\_\_  
Signature of Facility Representative

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Printed Name and Title of Facility Representative