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BENCHMARK NOTICE OF PRIVACY PRACTICES

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

PLEASE REVIEW CAREFULLY

We are required by law to maintain the privacy of medical and health information about you (“Protected Health Information”) and to provide you with this Notice so you will understand how we may use or share your medical and health information and our legal duties and privacy practices relative to this information. We are required to follow the terms of this notice currently in effect.

We reserve the right to change our practices and make the new provisions effective for all health information we maintain. If we make material changes, we will make the revised Notice available to you by posting it in a clear and prominent location.

Following your receipt of this notice, please sign, date and return it to

_____.

If you have any questions about this notice, please contact _____

_____.

UNDERSTANDING YOUR HEALTH AND MEDICAL RECORD INFORMATION

Every time you access or receive services from our community, documentation in your health/medical record is made. Typically, this record contains information about your condition and the care we provide.

HOW WE MAY USE AND DISCLOSE YOUR MEDICAL INFORMATION

The following categories describe the ways we may use and disclose your medical information. We are unable to describe every possible way that we may use or

disclose this information under each category, however, all of the ways we are permitted or required to use and disclose information will fall into one these categories.

For Treatment. We use your medical and health information to provide services to you--for example, to assist with your individual care plan and to coordinate your continuing care. Your health information may be used by doctors and others involved in your care, both within and outside our Community.

For Payment. We may use medical and health information to obtain payment for services that we provide to you--for example, to identify our claims for payment from your health insurer, HMO, or other company, including GAFC, that arranges or pays the cost of some or all of your health care (“Your Payor”).

Health Care Operations. We may use medical and health information for our health care operations, which includes internal administration and planning and various activities that improve the quality and cost effectiveness of the care and customer service that we deliver to you. For example, we may use medical and health information to evaluate the quality and competence of our nurses and other health care workers, and we may provide medical and health information to our Executive Director or Regional Director in order to resolve any complaints you may have and make your stay with us pleasant.

OTHER USES AND DISCLOSURES OF YOUR MEDICAL INFORMATION WE MAY MAKE WITHOUT YOUR WRITTEN AUTHORIZATION

Business Associates. There are some services provided in our organization through contracts with business associates. When we contract with a business associate to provide services, we may disclose your medical information so they can perform the job we have asked them to do. We do require that the business associate appropriately safeguard your information. If our business associate discloses your health information to a subcontractor or vendor, the business associate will have a written contract to ensure that the subcontractor or vendor also protects the privacy of the information.

Directory Information. Unless you notify us that you object, we will use your name, location in the facility, general condition, and religious affiliation for directory purposes. This information may be provided to members of the clergy and, except for religious affiliation, to other people who ask for you by name.

Appointment Reminders, Treatment Alternatives, and Health Care Benefits and Services. In the course of providing treatment to you, we may use your health information to contact you with a reminder that you have an appointment for treatment, services, or refills or in order to recommend possible treatment alternatives or health-related benefits and services that may be of interest to you.

Workers' Compensation. We may disclose medical information to the extent necessary to comply with laws relating to workers compensation or other similar programs. These programs provide benefits for work-related illness or injuries.

Relatives, Close Friends and Other Caregivers. Unless you object, we may disclose medical and health information to a family member, other relative or a close personal friend involved in your care or payment for care, or for notification purposes, including following your death.

If you are incapacitated or in an emergency circumstance, we may exercise our professional judgment to determine whether a disclosure is in your best interests. If we disclose information to a family member, other relative or a close personal friend in such circumstances, we would disclose only information that is directly relevant to the person's involvement with your health care or payment related to your health care. We may also disclose medical and health information in order to notify (or assist in notifying) such persons of your location, general condition or death.

Reporting: Federal and state laws may require or permit Benchmark to disclose certain medical and health information related to the following:

- **Public Health Activities:**
 - prevention or control of disease, injury or disability
 - reporting deaths
 - reporting reactions to medications or problems with products
 - notifying people of product recalls
 - notifying a person who may have been exposed to a disease
- **Reporting abuse, neglect or domestic violence:** Notifying the appropriate government agency if we believe a resident has been the victim of abuse, neglect or domestic violence.
- **Health Oversight:** *We may disclose medical information to a health oversight agency for activities such as audits, investigations, inspections and licensure.*
- **Disaster Relief:** We may disclose health information about you to an organization assisting in a disaster relief effort.

Judicial and Administrative Proceedings: If you are involved in a lawsuit or dispute, we may disclose medical information about you in response to a court or administrative order, subpoena, discovery request, or other lawful process.

As Required by Law: Benchmark may use or disclose medical and health information if the use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of the law.

To Avert A Serious Threat to Health or Safety. Benchmark may, in accordance with the law, disclose medical information that it believes in good faith is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or public. Benchmark would disclose such information to a person reasonably able to prevent or lessen the serious and imminent threat.

Law Enforcement: We may disclose your medical and health information for certain law enforcement purposes, for example, to file reports required by law or to report emergencies or suspected crimes.

Funeral Directors, Medical Examiners and Coroners. We may disclose medical information to a coroner or medical examiner. This may be necessary to identify a deceased person or determine the cause of death. We may also disclose medical and health information to funeral directors as necessary.

Organ and Tissue Donation. If you are an organ donor, we may disclose medical and health information to organizations that handle organ procurement to facilitate donation and transplantation.

Military, National Security and Intelligence Services, Protective Services for the President and Inmates/Law Enforcement Custody. We may disclose health information to the above authorized federal officials under certain circumstances.

Completely De-Identified or Partially De-Identified Information. We may use and disclose your health information if we have removed any information that has the potential to identify you so that the health information is “completely de-identified.” We may also use and disclose “partially de-identified” health information about you if the person who will receive the information signs an agreement to protect the privacy of the information as required by federal and state law. Partially de-identified information will not contain any information that would directly identify you such as your name, address, Social Security number, telephone number, e-mail address, website address, or license number.

Incidental Disclosures. While we will take reasonable steps to safeguard the privacy of your health information, certain disclosures of your health information may occur during or as an unavoidable result of our otherwise permissible uses or disclosures of your health information. For example, during the course of a treatment session, other patients in the treatment area may see, or overhear, a discussion of your health information.

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR ALL OTHER USES OR DISCLOSURES OF YOUR HEALTH INFORMATION

Other uses and disclosures of medical information other than those described above will be made only with your written permission (“Authorization”).

For example:

Marketing. We may not disclose any of your health information for marketing purposes if our Community will receive direct or indirect financial remuneration not reasonably related to our Community’s cost of making the communication.

Sale of Protected Health Information. We will not sell your protected health information to third parties. The sale of protected health information, however, does not include a disclosure for public health purposes, for research purposes where our Community will only receive remuneration for our costs to prepare and transmit the health information, for treatment and payment purposes, for the sale, transfer, merger, or consolidation of all or part of our medical group, for a business associate or its subcontractor to perform health care functions on our behalf, or for other purposes as required and permitted by law.

If you provide us with an Authorization to use or disclose medical information about you, you may revoke that Authorization, in writing, at any time. If you revoke your Authorization, we will no longer use or disclose medical information about you for the reasons covered by your written Authorization. You understand that we are unable to take back any disclosure we have already made with your permission, and that we are required to retain our records of the care that we provided to you. You also will be unable to revoke written Authorization to disclose medical information that you gave as a condition of obtaining insurance coverage where the law allows the insurer to contest a claim under the policy or the policy itself.

YOUR INDIVIDUAL RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the following rights regarding your health information:

1. **Right to Request Restrictions.** You may request restrictions on our use and disclosure of your medical information for a particular reason related to service, payment and health care operations, or that we not disclose medical information to a family member or other specific relative or close friend involved in your care or payment for care. You also have the right to request that your health information not be disclosed to a health plan if you have paid for the services in full and the disclosure is not otherwise required by law. The request for restriction will only be applicable to that particular service. You will have to request a restriction for each service thereafter. All requests for such restrictions must be made in writing. While we will consider all requests for additional restrictions carefully, we are not required to agree to a requested restriction. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. *If you wish to request additional restrictions, please obtain a request form from your Executive Director and submit the completed form to the Executive Director. We will send you a written response.*

2. **Right to Request Confidential Communications .** You have the right to request that we communicate with you about medical matters in a confidential manner or at a specific location. For example, you may ask that we contact you via mail to a post office box. *If you wish to request alternative locations, please obtain a request form from your Executive Director and submit the completed form to the Executive Director.*

3. **Right to Inspect and Copy.** You may request access to your medical record file and billing records maintained by us in order to inspect and request copies of the records. *If you desire access to your records, please contact a record request form from the Director of Business Administration.* If you would like an electronic copy of your health information, we will provide you a copy in the electronic form and format as requested as long as we can readily produce such information in the form requested. Otherwise, we will cooperate with you to provide a readable electronic form and format as agreed.

4. **Right to Amend Your Records.** You have the right to request that we amend your health information. We will comply with your request unless we believe

that the information that would be amended is accurate and complete or other special circumstances apply. *If you desire to amend your records, please obtain an amendment request form from the Executive Director and submit the completed form to the Executive Director. All requests for amendments must be in writing*

5. **Right to Receive An Accounting of Disclosures.** You may request that we provide you with a written accounting of certain disclosures made by us during a certain time period. This is a list of certain disclosures we made of your medical information. It will not include certain disclosures such as those made for treatment, payment or healthcare operations purposes. *You must submit your request in writing to your Executive Director. Your request must state a time period, which may not be longer than 6 years from the date the request is submitted and may not include dates before April 14, 2003.*
6. **Right to Receive Notification of a Breach.** You have the right to be notified if there is a probable compromise of your unsecured protected health information within 60 days of the discovery of the breach. The notice will include a description of what happened, including the date, the type of information involved in the breach, steps you should take to protect yourself from potential harm, a brief description of the investigation into the breach, mitigation of harm to you and protection against further breaches and contact procedures to answer your questions.
7. **Right to Receive Paper Copy of this Notice.** You have the right to obtain a paper copy of this Notice, even if you agreed to receive such notice electronically. *You may obtain a copy of this notice from your Executive Director.*

USES AND DISCLOSURES WHERE SPECIAL PROTECTIONS MAY APPLY

Some kinds of information, such as HIV-related information, sexually transmitted disease information, alcohol and substance abuse treatment information, mental health information, and genetic information, are considered so sensitive that state or federal laws provide special protections for them. Therefore, some parts of this general Notice of Privacy Practices may not apply to these types of information. If you have any questions or concerns about the ways these types of information may be used or disclosed, please speak with your health care provider.

TO REPORT A COMPLAINT REGARDING OUR PRIVACY PRACTICES

If you believe your privacy rights have been violated, you may file a complaint with Benchmark or with the Secretary of the Department of Health and Human Services. To file a complaint with Benchmark, contact Benchmark's Privacy Officer Designee Gayle Crenshaw, at the following telephone number (781) 489-7100 or Office of Civil Rights in the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington D.C. 20201. All complaints must be submitted in writing. There will be no retaliation for filing a complaint.

ACKNOWLEDGEMENT AND CONSENT

Community Name _____

Resident Name _____

By signing below, I hereby acknowledge that I have received a copy of the Community’s Notice of Privacy Practices and have therefore been advised of how health information about me may be used and disclosed by the Community, and how I may contain access to and control of this information. I also acknowledge and understand that I may request copies of separate notices explaining special privacy protections that apply to HIV-related information, alcohol and substance abuse treatment information, mental health information, and genetic information from my health care provider. Finally, by signing below, I consent to the use and disclosure of my health information to treat me and arrange for my medical care, to see and receive payment for services given to me, and for the business operations of the medical group in the Community, its staff, and its business associates.

Signature of Resident

Date

OR

If resident is incapacitated:

Signature of Resident’s Representative

Date

Title or Authority

UNABLE TO OBTAIN ACKNOWLEDGMENT/CONSENT

The Community was unable to obtain Acknowledgment/consent for the following reasons:

Signature of Staff

Date