



# AVINITY®

*Effective Date: April 1, 2003*

*Dates of Revision: 4/15/10, 10/25/10, 9/23/201,4/21/21*

## **NOTICE OF PRIVACY PRACTICES**

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

Avinity respects the privacy of your health information and is committed to maintaining the confidentiality of such information as required by law. This notice applies to all health information and records related to your care that Avinity has received or created. It extends to information received or created by our employees or related professionals such as attending physicians, nurse practitioners, payers, vendors, or other specialists. This notice informs you about the possible uses and disclosures of your health information. It also describes your rights and our obligations regarding your health information. The protections on your health information continue even after you are discharged or deceased, except as required by law.

The term “health information” in this notice means information that reasonably can be used to identify you and that relates to your physical or mental health condition, the provision of health care to you, or the payment for such health care.

We are required by law to:

- maintain the privacy of your health information;
- provide to you this detailed notice of our legal duties and privacy practices relating to your health information;
- abide by the terms of the notice currently in effect;
- notify you if we are unable to agree to a requested restriction; and
- notify you of any unauthorized disclosure of your health information when such disclosure is deemed to be a “breach” under applicable law.

This privacy notice extends to:

- All Avinity owned or managed facilities;
- All Avinity and Optage home health care customers;
- All Avinity and Optage hospice patients; and
- All Avinity and Optage primary care patients.

Optage® is a registered trademark of Presbyterian Homes and Services (PHS).

Please visit our websites, [www.avinityseniorliving.org](http://www.avinityseniorliving.org) and [www.optage.org](http://www.optage.org), for current listings of Avinity sites and services. In the alternative you may obtain written disclosure of such sites and services by contacting our corporate office at 612-861-2799.

## **I. We May Use and Disclose Your Health Information for Treatment, Payment and Health Care Operations**

Upon admission to a Avinity facility or program we require that you sign a consent to uses and disclosures of your health information that are essential to our ability to care for you, including use and disclosure for treatment, payment and healthcare operations. Your health information may be shared among Avinity sites and services for these purposes. We have more fully described these uses and disclosures below.

For Treatment. We will use and disclose your health information in providing you with treatment and services. We may disclose your health information to facility and non-facility personnel who may be involved in your care, such as physicians, nurses, nursing assistants, therapists, and other specialists. For example, a nurse caring for you will report any change in your condition to your physician. We may also disclose health information to individuals who will be involved in your care after you leave Avinity.

For Payment: We may use and disclose your health information so that we can bill and receive payment for the treatment and services you receive at Avinity. For billing and payment purposes, we may disclose your health information to your representative, an insurance or managed care company, Medicare, Medicaid, or another third party payer. For example, we may contact Medicare or your health plan to confirm your coverage or to request prior approval for a proposed treatment or service.

For Health Care Operations: We may use or disclose your health information for operations. These uses and disclosures are necessary to manage our programs and to monitor our quality of care. For example, we may use your health information to evaluate a facility's services, including the performance of our staff.

For Inclusion in a Health Information Exchange: Minnesota, Wisconsin and Iowa each have a State-wide electronic system of storage and location of patient records (sometimes referred to as a Health Information Exchange ("HIE")), which is intended to facilitate access by providers to complete patient data in order to provide high quality care in a timely, effective and efficient manner. Records in a State HIE may also be included in USA-wide or multi-State HIEs. Your patient records will be included in the applicable State HIE (and possibly in nation-wide or multi State HIEs) unless you affirmatively "opt out". See Section IV, below.

## **II. We May Use and Disclose Health Information About You For Other Specific Purposes**

Resident Listing: Unless you object, we will include certain limited information about you in our resident listing. This information may include your name, location and phone number in the facility. Our listing does not include specific health information about you. We may release information in our listing to people who ask for you by name. We may provide information, including your religious affiliation, to any member of the clergy. Unless you object, we may also place your name next to or on your door in order to identify your room and use limited information about you in our newsletters.

Individuals Involved in Your Care or Payment for Your Care: Unless you object, we may disclose your health information to family members or close personal friends, clergy, and others identified by you who are involved in your care.

Business Associates: There are some services provided by Avinity through non-employees known under the law as "business associates." For example, we may use a contractor to copy or to shred medical records. Such business associates may have access to your health information as a result of the job we've asked them to do. Business associates are required by law to appropriately safeguard your information.

Public Health Activities: We may disclose your health information for public health activities. These activities may include, for example:

- reporting to a public health or other governmental authority for preventing or controlling disease, injury or disability, or reporting child abuse or neglect;
- reporting to the federal Food and Drug Administration (FDA) concerning adverse events or problems with products, for tracking products in certain circumstances, to enable product recalls or to comply with other FDA requirements;
- to notify a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; or
- for certain purposes involving workplace illness or injuries.

Reporting Victims of Abuse, Neglect, or Domestic Violence: If we believe that you have been a victim of abuse, neglect or domestic violence, we may use and disclose your health information to notify a government authority if required or authorized by law, or if you agree to the report.

Health Oversight Activities: We may disclose your health information to a health oversight agency for oversight activities authorized by law. These may include, for example, surveys, audits, investigations, inspections and licensure actions or other legal proceedings.

Legal, Judicial, Administrative Proceedings: We may disclose your health information in response to a court or administrative order or when otherwise required by law to do so. We also may disclose information in response to a subpoena, discovery request, or other lawful process; efforts must be made to contact you about the request or to obtain an order or agreement protecting the information.

Law Enforcement: We may disclose your health information for certain law enforcement purposes, including:

- to comply with a court order, warrant, subpoena, summons, investigative demand or similar legal process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- when information is requested about the victim of a crime if the individual agrees or under other limited circumstances;
- to report information about a suspicious death;
- to provide information about criminal conduct occurring at the facility;
- to report information in emergency circumstances about a crime; or
- where necessary to identify or apprehend an individual in relation to a violent crime or an escape from lawful custody.

Research: We may allow your health information to be used or disclosed for research purposes, provided that the researcher adheres to certain privacy protections. Your health information may be used for research purposes only if the privacy aspects of the research have been reviewed and approved by a special Privacy Board or Institutional Review Board, if the researcher is collecting information in preparing a research proposal, if the research occurs after your death, or if you authorize the use of disclosure.

Coroners, Medical Examiners, Funeral Directors, Organ Procurement Organizations: We may release your health information to a coroner, medical examiner, funeral director or, if you are an organ donor, to an organization involved in the donation of organs and tissue.

To Avert a Serious Threat to Health or Safety: We may use and disclose your health information when necessary to prevent a serious threat to your health or safety or the health or safety of the public or another person. However, any disclosure would be made only to someone able to help prevent the threat.

Military and Veterans: If you are a member of the armed forces, we may use and disclose your health information as required by military command authorities. We may also use and disclose health information about foreign military personnel as required by the appropriate foreign military authority.

Workers' Compensation: We may use or disclose your health information to comply with laws relating to workers' compensation or similar programs.

National Security and Intelligence Activities; Protective Services for the President and Others: We may disclose health information to authorized federal officials conducting national security and intelligence activities or as needed to provide protection to the President of the United States, certain other persons or foreign heads of states or to conduct certain special investigations.

Fundraising Activities: We may use certain health information to contact you in an effort to raise money for our facilities through the Avinity Foundation. You have the right to "opt out" of this type of sharing. See Section IV, below.

Marketing: We may use or disclose your health information to our affiliates for the purpose of informing you about our products and services. We do not sell or otherwise provide your health information to our affiliates or third parties for their marketing purposes.

Treatment Alternatives and Health-Related Benefits and Services: We may use your health information to inform you about treatment alternatives and health-related benefits and services that may be of interest to you.

### **III. Your Authorization is Required for Other Uses of Health Information**

We will use and disclose your health information (other than as described in this notice or required by law) only with your written authorization. You may revoke your authorization to use or disclose health information in writing, at any time. If you revoke your authorization, we will no longer use or disclose your health information for the purposes covered by the authorization, except where we have already relied on the authorization.

### **IV. Your Rights Regarding Your Health Information**

You have the following rights regarding your health information at Avinity:

Right to Request Restrictions: You have the right to request restrictions on our use or disclosure of your health information for treatment, payment, or health care operations. We are not, however, required to agree to all requested restrictions, unless the requested restriction involves information to be sent to a health plan for payment or health care operations purposes and the disclosure relates to products or service that were paid for solely out-of-pocket and such disclosure is not otherwise required by law. You also have the right to restrict the health information we disclose about you to a family member, friend or other person who is involved in your care or the payment for your care. Avinity has developed a form for this purpose.

Right of Access to Health Information: You have the right to inspect and obtain a copy of your medical or billing records or other written information that may be used to make decisions about your health care, subject to some limited exceptions. Avinity has developed a form for this purpose. We will provide such records in the form and format that you request, if the records are readily producible in such form and format; or if not, then in a readable hard copy form or such other form and format agreed to by you and us. We may charge a reasonable fee for our costs in copying and mailing the requested information. If we maintain an electronic health record for you, you may request access to health information in an electronic format or have the information transmitted electronically to a designated recipient. If we are unable to satisfy your request, we may instead provide you with a summary of the information you requested. We may deny your request to inspect

or receive copies in certain limited circumstances. We will also tell you in writing the reason for the denial and your right, if any, to request a review of the decision and how to do so. We will act on your request within the time period prescribed by law, currently 30 days, subject to one 30 day extension. If we are unable to respond within the initial 30 days, we will notify you within the first 30 days of the reason for the delay and the anticipated date of our response.

Right to Request Amendment: You have the right to request Avinity to amend any health information maintained for as long as the information is kept by or for Avinity. Your request must be made in writing and must state the reason for the requested amendment. Avinity has developed a form for this purpose. If we deny your request for amendment, we will give you a written denial including the reasons for the denial and the right to submit a written statement disagreeing with the denial.

Right to an Accounting of Disclosures: You have the right to request an “accounting” of our disclosures of your health information. This is a listing of certain disclosures of your health information made by Avinity or by others on our behalf. In general, this list will not include certain disclosures, such as routine disclosures made for payment, treatment or health care operations purposes or those made pursuant to a written authorization. However, if we maintain an electronic health record for you, you may be entitled to receive an accounting of routine disclosures of your health information. Your request should indicate the period of time in which you are interested (for example, “from May 1, 2010 to June 1, 2010”). We will be unable to provide you with information that has been destroyed in accordance with our record retention guidelines (in general, we retain records for 7 years after the last date of service). To request an accounting of disclosures, you must submit a request in writing, following specific guidelines. Avinity has developed a form for this purpose. The first accounting provided within a 12-month period will be free; for further requests, we may charge you our costs.

Opt Out: You have the right to “opt out” of participating in an HIE and of receiving any fundraising solicitation from us or our affiliates. See [How to Exercise Your Rights](#) in this Section IV.

Right to a Paper Copy of this Notice: You have the right to obtain a paper copy of this notice. You may request a copy of this notice at any time.

Right to Request Confidential Communications: You have the right to request that we communicate with you concerning personal health matters in a certain manner or at a certain location. For example, you may request that we make records available for pick-up, or mail them to you at an alternative address, such as a P.O. Box, or you can request that we contact you only at a certain phone number. We will accommodate reasonable requests for such confidential communications. Avinity has developed a form for this purpose. If there are no special instructions, for personal health matters, we will communicate directly with you or your listed responsible party(ies). If there is no answer at the phone number of the responsible party(ies), a message may be left.

Right to be Informed of a Breach: You have the right to be informed of any unauthorized disclosure of your health information when such disclosure is deemed to be a “breach” under applicable law. An unauthorized disclosure may not be a “breach” if we determine, in accordance with standards set forth in applicable law, rules, and interpretative legal guidance, that such disclosure has a low likelihood of resulting in use of such information by unauthorized persons.

How to Exercise Your Rights: In order to exercise any of your rights described above, including “opt out” rights, you must submit your request in writing to our Corporate Compliance and Privacy Officer. If you have questions about your rights, please speak with our Corporate Compliance and Privacy Officer, available in person or by phone, during normal office hours. See Section VII below for contact information.

**V. Complaints**

If you believe that your privacy rights have been violated, you may file a complaint in writing with Avinity or with the Office of Civil Rights in the U.S. Department of Health and Human Services. To file a complaint with Avinity, contact the Corporate office, at 7645 Lyndale Avenue South, Suite 110, Richfield, Minnesota 55423; phone number: 612-861-2799.

We will not retaliate against you if you file a complaint.

**VI. Changes To This Notice**

We will promptly revise and distribute this notice whenever there is a material change to the uses or disclosures, your individual rights, our legal duties, or other privacy practices stated in this notice. We reserve the right to change this notice and to make the revised or new notice provisions effective for all health information already received and maintained by Avinity as well as for all health information we receive in the future. We will post a copy of the current notice in the facility. The first page of the notice contains the effective date and any dates of revision.

**VII. For Further Information**

If you have questions about this notice or would like further information concerning your privacy rights, please contact Avinity corporate offices, 7645 Lyndale Ave. S., #110, Richfield, MN 55423; phone number: 612-861-2799.



# AVINITY®

## CONSENT TO USE AND DISCLOSE PROTECTED HEALTH INFORMATION FOR TREATMENT, PAYMENT, OR HEALTH CARE OPERATIONS

Name of Resident: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I understand that Avinity will maintain, use, and disclose health information in order to provide for my care and treatment, to arrange for billing and payment for my care and to carry out general management and the operations.

I understand that these and other uses and disclosures of my health information are described more completely in the Avinity Notice of Privacy Practices.

I understand that Avinity reserves the right to change its privacy practices described in the Notice of Privacy Practices and to make the new Notice provisions effective for all protected health information already received and maintained by Avinity as well as for new information. I understand that prior to implementation, Avinity will advise me that the Notice has changed and will make the new Notice available to me. In addition, I understand that I have the following rights:

- ◆ The right to receive and review the Avinity Notice of Privacy Practices before signing this Consent.
- ◆ The right to request restrictions on how protected health information about me is used or disclosed for treatment, payment, or health care operations. With certain exceptions, Avinity is not required to agree to my request, but if it does, it will be bound by its agreement.
- ◆ The right to “opt out” of sharing of my protected health information for certain purposes, as disclosed in the Notice of Privacy Practices.
- ◆ The right to revoke this Consent, in writing, except to the extent Avinity has acted in reliance on the Consent.
- ◆ The right to receive a copy of this Consent form.

I consent to the use and disclosure by Avinity and its agents and representatives of all my health information for purposes of treatment, payment and health care operations.

By signing below, I acknowledge that I have read and understand this Consent form.

\_\_\_\_\_  
Signature of Resident or Resident’s  
Authorized Representative

\_\_\_\_\_  
Date

If signed by Resident’s Representative, please print name and describe relationship to resident:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to Resident

Copied to resident/client or responsible party \_\_\_\_\_