Glenmeadow, Inc.
Terms and Conditions of Use
Legal Notices/ Privacy Policy

**Medical Disclaimer**

Glenmeadow is a senior living retirement community providing assisted and independent senior living options for residential life. Glenmeadow provides supportive services which are health related, such as geriatric care management, companion services, personal care and dietician services as well as medication management and nursing. Glenmeadow provides transportation to and from medical appointments and wellness programs such as exercise classes. Glenmeadow is not a certified or licensed healthcare provider. Glenmeadow's licensed nursing staff is on site 24 hours a day to respond to emergencies, coordinate medication management and perform blood pressure checks as well as a host of other nursing services. Glenmeadow is not a certified or licensed healthcare provider. Glenmeadow does not have a medical doctor on staff and does not engage medical doctors for its residents. Glenmeadow is not a treatment or rehabilitation facility. Glenmeadow is not a medical organization. Our staff cannot give you medical advice or diagnostic care, services, or supplies related to the medical condition of an individual. Nothing contained in this Website, any Software, or our services should be construed as such medical advice or diagnostic care, services, or supplies related to the physical or mental health of an individual. We specifically disclaim any medical knowledge or affiliation. The information presented and generated by us is only in connection with providing senior living options and should never be a substitute for medical or psychological physician consultation, evaluation, diagnosis or treatment. Please consult with your M.D. before and during your stay at Glenmeadow.

**No Guarantee of Specific Results**

At Glenmeadow, we will do our best to provide our residents with a positive senior living experience. We do not guaranty that each resident will have the same experience.

**Our Commitment to your Privacy: the Privacy Policy**

At Glenmeadow, protecting your privacy is important to us. We understand you may have questions or concerns regarding disclosing personal information and how it will be used. With this in mind, we have developed this Privacy Policy. To make this Privacy Policy easy to find, we make it available from the home page of our website and on the bottom of all other pages on the Site.

**Applicability of Privacy Policy**

This Privacy Policy applies solely to information we collect about residents from residents or their family members such as:

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1. Your living arrangement prior to becoming a resident of Glenmeadow
2. Your health condition and ability to live independently
3. Contact information for family members
4. Contact information for health care professionals
5. Any other information you may provide

**Privacy Policy**

Any electronic communication from Glenmeadow may contain confidential protected health information. This information is intended only for the use of the individual or entity named within. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation and is required to destroy the information after its stated need has been fulfilled. If you have received an electronic communication in error, please contact Glenmeadow at 800-633-6313 and delete the message.

**Attorney Privileged Information**

Unless otherwise indicated or obvious from the nature of any electronic communication from Glenmeadow, the information contained within an electronic communication is ATTORNEY WORK PRODUCT and/or ATTORNEY PRIVILEDGED and/or CONFIDENTIAL information intended for the use of the individual or entity named within. If the reader of a message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of that communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, DO NOT CONTINUE TO READ, notify sender and delete the message. Thank you.

**Our Commitment to Data Security**

To prevent unauthorized access to your personally identifiable information, maintain data accuracy, and ensure the correct use of such information, we have put in place certain physical, electronic and managerial procedures to safeguard and secure the information we collect, although no system is completely secure. We urge you to take adequate precautions to protect your personal data, which should include never sharing your username and password with anyone.

**Changes to Our Privacy Policy**

We reserve the right to revise this Privacy Policy from time to time in our discretion. If we modify this Privacy Policy, we will post the revised Privacy Policy, which will take effect immediately upon posting, and we may attempt to notify you of such change through the email address you provide to us. It is your responsibility to periodically review this Privacy Policy.

**How to Contact Us**

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Should you have questions or concerns about this Privacy Policy or any other matter pertaining to our privacy practices, please call 800-633-6313.

**HIPAA**

HIPAA stands for the Health Insurance Portability and Accountability Act of 1996.

HIPAA is Federal legislation that was made law by Congress in 1996. With all the advancements in electronic technology, Congress recognized the need for Federal privacy protections of individually identifiable health information and therefore has mandated privacy protections.

The **HIPAA Privacy Rule**, effective April 14, 2003, is aimed at safeguarding the privacy of our residents through increased accountability in the areas of privacy and security. The Privacy Rule establishes for the first time, a foundation for Federal protections for the privacy of Protected Health Information (PHI). The **HIPAA Security Rule**, effective April 20, 2005, becomes more specific and calls for protection of PHI in electronic formats.

Compliance with the HIPAA Privacy Rule is required for Glenmeadow in the event that Glenmeadow transmits resident health information electronically related to health care claims, payment or coordination of benefits. (See Glendmeadow's Privacy Statement regarding electronic communications). They are called Covered Entities. If you have any questions regarding a community and its applicability under the HIPAA Privacy Rule, please contact Glenmeadow at 800-633-6313.

Glenmeadow practices confidentiality and respect for resident privacy. The Privacy and Security Rule will provide an even greater opportunity for Glenmeadow to monitor the safe keeping of our resident's Protected Health Information (PHI). If you have any questions or comments regarding the Notice of Privacy Practices, please feel free to contact Glenmeadow at 800-633-6313.

All content included as a part of the site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the site, is the property of Glenmeadow or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

As a resident of Glenmeadow, you will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. We do not grant any licenses, express or implied, to the intellectual property of Glenmeadow or our residents.

**Equal Opportunity Policy**

Glenmeadow Retirement Services, Inc. is in compliance with the equal opportunity policy and standards of the Department of Workforce Development, Department of Health Services and all

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applicable state and federal statutes and regulations relating to nondiscrimination in employment and service delivery.

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, sexual orientation, marital status or pregnancy, political belief or affiliation, military participation, genetic information or use or non use of lawful products off the employers premises during working hours. All employees are expected to support goals and programmatic activities relating to nondiscrimination in employment.

No otherwise qualified applicant for service or service participant shall be excluded from participation, be denied benefits, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin or ancestry, age, sex, genetic information, disability or association with a person with a disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion, political beliefs or affiliation. This policy covers eligibility for the access to service delivery, and treatment in all of the programs and activities.

**Indemnity**

You agree to indemnify and hold Glenmeadow, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of a violation of these Terms and Conditions of Use.

**Other**

The failure of Glenmeadow to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The sections titles are for convenience only and have no legal or contractual effect. Glenmeadow is a trademark of Glenmeadow Retirement Services, Inc. These Terms and Conditions operate to the fullest extent permissible by law. If any provision of these Terms and Conditions is unlawful, void or unenforceable, that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

**Jurisdiction**

Exclusive jurisdiction for any dispute with Glenmeadow resides in the Courts of the Commonwealth of Massachusetts. You further agree and expressly consent to the exercise of personal jurisdiction in the Courts of the Commonwealth of Massachusetts in connection with any dispute including any claim involving Glenmeadow or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

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These Terms and Conditions are governed by the laws of the Commonwealth of Massachusetts, without respect to its conflicts of law principles. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

**Glenmeadow Social Media Policy**

Connect with Glenmeadow:

Twitter (https://twitter.com/glenmeadow). Follow Glenmeadow for useful information about Glenmeadow including health and wellness tips, news and research on aging.

Facebook (https://facebook.com/glenmeadow). Become a fan of Glenmeadow to learn health tips and read about the experiences of our residents.

YouTube (https://youtube.com/glenmeadowretirement. ) Browse with Glenmeadow channel for engaging resident stories and videos.

**Social Media Participation Policy & Guidelines**

Please participate with Glenmeadow in social networking communities, such as Twitter, YouTube and Facebook.

Please treat others with respect in these forums, even if disagreements occur. Please do not post material that could be considered an infringement on the rights of others. Glenmeadow reserves the right to delete postings or block users that it deems to be slanderous, obscene, soliciting, threatening or otherwise violate the policies and guidelines set forth by the social networking communities in which we participate, including Twitter, Facebook and YouTube.
(http://support.twitter.com/articles/18311-the-twitter-rules)
(https://www.facebook.com/policies)
(http://www.youtube.com/t/community_guidelines)

Remember that these are public forums and the information you share will be viewed by others. Consider this carefully before posting detailed personal information such as conditions or apartment numbers. Even if your privacy settings are set to the maximum, it is safest never to assume anything you post is private.

If you are a Glenmeadow resident or employee, please remember that all Glenmeadow policies apply, including but not limited to the Social Media Policy, Privacy and HIPAA. We suggest that you take time to review these policies, and consult your supervisor if you have questions. We will not be able to respond to job-specific issues through our social media networks. While we encourage associates to join our social networking communities and participate in conversations with other users, we encourage you to direct your concerns to your supervisor or other manager.

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By participating with Glenmeadow in social networking communities, you agree to indemnify Glenmeadow against any damages, losses. liabilities, judgments, costs or expenses arising out of a claim by a third party relating to any posts you have made.

Find us on Twitter: (https://twitter.com/glenmeadow), Facebook: (https://facebook.com/glenmeadow), YouTube: https://youtube.com/glenmeadowretirement and the Glenmeadow website: www.glenmeadow.org.

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