

Montana State University University Health Partners 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 IT CAREFULLY.

Except where noted below, disclosure of medical information about you requires your consent.

MSU University Health Partners (UHP) is allowed by law to use and disclose information about you for the purposes essential to providing care (treatment, payment collection, and operating University Health Partners).

A release of information authorization allows University Health Partners to use and disclose information about you for any other reason that you indicate in the authorization. Other rules about your rights regarding medical information are described in this notice.

Types of Uses and Disclosures. Medical information about you may be used or disclosed by University Health Partners for treatment, payment, and health care operations. Treatment includes consultation, diagnosis, provision of care, and referrals. Payment includes all those things necessary for billing and collection, such as claims processing. Health care operations include things University Health Partners does to assess quality of care, train staff, and manage University Health Partners business. Some examples of disclosures and use are as follows:

- *Example of Treatment Disclosure.* We may disclose medical information about you to your treating health care provider, UHP Counseling and Psychological Services, a hospital, or other providers to help them diagnose and treat an injury or illness.
- *Example of Payment Disclosure.* We may disclose medical information about you when health plans or insurers, Medicare, Medicaid, or other payors require the information before paying for your health care services.
- *Example of Health Care Operations Use.* We may use medical information about you for internal quality improvement studies to review the quality of care delivered by our staff.

University Health Partners may also contact you to provide appointment reminders or cancellations or to ask you to contact University Health Partners for purposes related to your health care. We may leave this limited information on an answering machine, voicemail or text message at the numbers you provided or at an e-mail address you provided unless you request a restriction regarding these methods of communicating with you.

Other Uses and Disclosures. We may use or disclose your protected health information in the following situations without your authorization. These situations include:

- *As Required By Law.* We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law.
- *Public Health.* We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information to another government agency that is collaborating with the public health authority.
- *Communicable Diseases.* We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.
- *Oversight Activities.* We may disclose protected health information to an oversight agency for appropriately authorized activities. These oversight activities include, for example, audits, investigations, inspections, accreditation, and/or licensure.
- *Abuse or Neglect.* We may disclose your protected health information to the authority that is authorized by law to receive reports of child/elder abuse or neglect.
- *Food and Drug Administration.* University Health Partners may disclose a patient's health information to a person subject to the jurisdiction of the Food and Drug Administration if that person has responsibility to report adverse events, product defects or problems, or biologic product deviations; to track products; to enable product recalls, repairs or replacements; or, to conduct post marketing surveillance.
- *Legal Proceedings.* We may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process. If you begin a legal action against University Health Partners related to the medical care you received, we may use your protected health information for purposes of defending University Health Partners in any related legal proceeding.
- *Threat or endangerment.* Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- *Criminal Activity/Violation of MSU Student Conduct Code.* Should you commit a criminal act related to a service University Health Partners has provided or on University Health Partners premises, we may disclose information necessary for the investigation and prosecution of the criminal activity to appropriate law enforcement agencies and prosecutors. Similarly, if you violate the MSU Student Conduct Code related to a service

University Health Partners has provided or on the MSU University Health Partners premises, we may disclose information necessary for the staff of the MSU Dean of Students Office to investigate and adjudicate the potential violation.

- *Medical Emergency.* We may disclose your health information to your next of kin for the purpose of obtaining authorization for treatment in the event you are unable to give consent to medical treatment due to your medical condition.
- *Business Associates.* Certain contractors of University Health Partners may have access to protected health information. An example is a contractor that provides medical software. In these cases, the contractor will sign a confidentiality agreement promising to protect the confidentiality of any protected health information.

Authorized Uses and Disclosures. Additional uses and disclosures may be made if you have given written authorization, which may be revoked at any time in writing delivered to the medical records staff at University Health Partners. Among those disclosures that require your consent, subject to the exceptions noted elsewhere in this document, are the following:

- *Psychotherapy notes*
- *Use of protected health information for marketing purposes*
- *Disclosures that constitute a sale of protected health information*

Restrictions. You have the right to request restrictions on the use and disclosure of medical information about you provided the request complies with relevant state or federal law and providing University Health Partners agrees to the restrictions. You have the right to request that we not disclose protected health information related to a specific service to a health plan if you pay for that service in full at the time the service is rendered. We will not use or disclose your genetic information for underwriting purposes.

Access. You have the right to see and receive a copy of information about you kept by University Health Partners under most circumstances.

Amendment. You have the right to have University Health Partners amend its records of information about you. University Health Partners may refuse to amend information that is accurate, that was created by someone else, or is not disclosable to you.

Accounting. You have the right to see a list of certain disclosures of medical information about you by University Health Partners, which includes the purposes and recipients of the information. This list will not include disclosures made for the following: for treatment, payment, and health service operations or for purposes for which your authorization is not required or for disclosures made prior to January 1, 2008.

Notification of Breach of Privacy of Protected Health Information. We will notify you in the event of a breach of privacy of your protected health information that occurs in contravention of the rules outlined in this notice.

Copy. You have the right to receive a copy of this notice.

Changes to Privacy Notice. University Health Partners may amend this notice at any time. In the event this notice is changed, we will provide you with a copy by electronic means, by posting a notice to patients about the changes in the waiting room of University Health Partners, or by posting a notice on University Health Partners web site.

Complaints. You may complain to University Health Partners if you believe your privacy rights have been violated by giving a written complaint to the Director of University Health Partners at PO Box 173260, Bozeman, MT 59717. University Health Partners will not retaliate against you for making a complaint.

Effective Date. This notice is effective from August 23, 2017, until revised by University Health Partners.

Original Issue: January 1, 2008

Amended: August 1, 2013

Amended: August 23, 2017