



Name: \_\_\_\_\_ CWID or DOB: \_\_\_\_\_

## EAP Psychological Services Patient Service Agreement

### *Practice Information and Consent for Treatment*

As a benefit eligible employee of Oklahoma State University (OSU), your **Guidance Resources**<sup>®</sup> benefits offer you and your household dependents confidential support, resources, and information for personal and work-life issues. This voluntary, employee-focused intervention program includes up to six counseling sessions per calendar year at no cost to you.

This document (the Agreement) contains important information about OSU Employee Assistance Program (EAP) psychological services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment and health care operations. HIPAA requires that you are provided with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that this provider obtains your signature acknowledging that you were provided this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the Agreement at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

### *Description of EAP Psychological Services*

The purpose of an EAP program is to assist employees in resolving personal or emotional concerns that may be affecting job performance by identifying resources that will improve and/or maintain productivity, healthy functioning, and the emotional well-being of employees.

EAP counseling differs from ongoing psychotherapy, largely in that: 1) EAP counseling providers do not usually focus on completely resolving mental health issues. Rather, they aim to identify the concerns, assess severity, and provide coping skills, psychoeducation, and counseling support. 2) They provide short-term counseling for mild to moderate level concerns. When a specialized or higher level of care need is uncovered, they can assist the employee in accessing the appropriate level of care through their health insurance or other means.

While the benefits of EAP psychological services are generally likely to outweigh possible risks, the outcomes and side effects cannot be predicted with certainty. Persons being evaluated or involved in treatment may experience a wide range of emotions and it is not unusual to feel vulnerable or stressed. Counseling may trigger distressing feelings or produce insights of which you were unaware, or which you might not wish to experience. While the goals of psychological services are generally to advance your understanding of problems and to increase your functioning and well-being, it is possible that symptoms may not improve. Any problems or uncomfortable feelings you experience may be discussed in counseling sessions. If you have questions or

concerns about this provider's treatment recommendations or practices, this should be discussed with the provider whenever concerns arise. If concerns persist, this provider will be happy to provide you referral assistance to a different mental health professional for alternative services.

### *Eligibility and Referral to the Program*

Benefit eligible employees and their household dependents are eligible for EAP services. OSU defines **benefit eligible** as a person appointed to work at least a six-month assignment and has an FTE of 0.75 or greater in an eligible staff or faculty position. If you are unsure about your classification, you can call the OSU Benefits office at (405) 744-5449 to find out.

Eligible employees have EAP counseling options both on-campus and off-campus. While many employees enjoy the convenience of seeing the on-campus provider, at times, it may be necessary or preferred for employees to utilize off-campus EAP counseling resources. Reasons may include: conflict of interest with the on-campus provider (e.g., you might work with the provider in another role capacity), potential wait-list issues, or you prefer more anonymity from your workplace. In certain circumstances, your needs may be better addressed by a different EAP provider that has expertise in addressing your particular needs (e.g., marriage & family therapy, drug & alcohol evaluation and treatment, child and adolescent therapy, comprehensive assessment services for concerns related to ADHD, developmental disabilities, neuropsychological functioning, custody or other legal issues, disability determination, etc.).

If you are unsure which counseling option is best for you, you may contact the ON-CAMPUS EAP provider at the number below to consult about which option may best fit your needs.

### *To access OFF-CAMPUS EAP providers, you have to go through Com Psych Guidance Resources:*

Contact a Com Psych Guidance Resources<sup>®</sup> Consultant in 3 ways:

1. Call 855-850-2397 to speak to a Guidance Consultant.
2. Visit [www.guidanceresources.com](http://www.guidanceresources.com): Click link for "I am a first-time user", enter "OKSTATEEAP" as your web ID, create user ID and password.
3. Download **Guidance Resources<sup>®</sup> Now** app for your mobile device.

A Guidance Resources<sup>®</sup> Consultant will provide you with a list of potential off-campus EAP providers. Next, you must contact these off-campus EAP providers to determine appropriateness and provider availability to see you. Inform potential providers that you are seeking "EAP counseling" as the reason for referral.

### *To access the ON-CAMPUS EAP provider, you go through OSU University Health Services (UHS):*

1. Call (405) 744-CARE to speak to a UHS office assistant.
2. Indicate "EAP counseling" as reason for referral.
3. They will discuss appropriateness, provider availability, and determine next steps such as scheduling a phone consultation or setting up an appointment.

## Seeing the ON-CAMPUS EAP Provider

### *Business Hours*

Sessions are scheduled by appointment only and during regular business hours, which are Monday through Friday, 8 a.m. to 5 p.m.

### *Intake and Routine Appointments*

Intake appointments are generally 60 to 75 minutes. Please arrive 15 minutes early for your first appointment to complete new patient paperwork on the self-check-in iPad station in the Employee Health Clinic waiting room, located at the Northwest entrance of the UHS building on 1202 W. Farm Road, Stillwater, OK.

If you are utilizing Teletherapy services, alternative instructions to submit new patient paperwork will be provided.

Routine follow-up appointments are typically 45-50 minutes in duration but may be shorter or longer depending on the service need, which will be discussed by you and this provider. Appointments are typically scheduled on a first come, first served basis. However, this provider will make every effort to accommodate your scheduling and treatment needs whenever possible.

### *Missed Appointments, Cancellations, and Late Arrivals*

If you need to cancel or reschedule your appointment, please notify this provider at least 24 hours in advance by phone or by sending an electronic message via the OSU Patient Portal. No-shows or excessive late cancellations may be counted toward your six free sessions. If you are running late, a call is very much appreciated. While this provider will make every effort to accommodate a late arrival, most appointments will need to be rescheduled if you arrive more than 15 minutes late for your scheduled appointment.

### *Confidentiality*

With few exceptions, no communication will be exchanged with any other persons or entities without your written consent. Treatment records are stored in a separate and secure database that is not associated with university personnel files or educational records. This provider is required by law to follow practices outlined by HIPAA and/or the Family Educational Rights and Privacy Act (FERPA) in the event you have OSU student status. Except in mandatory exceptions outlined by HIPAA or FERPA, information you discuss in counseling will not be disclosed without your written permission.

### *Exceptions to Confidentiality when Required by Law:*

- If there is reasonable cause to believe that you may be an imminent risk to yourself or others, this provider is legally obligated to take actions that are necessary to protect you or others from serious and imminent harm.
- In suspected cases of abuse or neglect of a minor or vulnerable adult, the law requires that this provider reports the concern to the appropriate government agency, usually the Department of Human Services. Once such a report is filed, this provider may be required to provide additional information.

- If you are involved in a legal proceeding and a request is made by an attorney for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. This provider cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. In rare circumstances, a judge can override the psychologist-patient privilege law and issue a court-ordered subpoena for your records. In this case, this provider is legally obligated to comply with the request for specific information about you. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order this provider to disclose your PHI.
- If a patient files a complaint or lawsuit against this provider, this provider may disclose relevant information regarding that patient for self-defense purposes.
- If a patient files a worker's compensation claim, this provider may disclose information relevant to that claim to the appropriate parties, including the Administrator of the Workers' Compensation Court.

There are other exceptions to confidentiality which require only that you provide written, advanced consent. Your signature on this Agreement provides consent for these following exceptions:

- This provider may occasionally find it helpful to consult other medical and mental health professionals about a case. During a consultation, this provider makes every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. Unless you object, this provider will not tell you about these consultations unless it is determined to be important to our work together.
- This provider practices with other health professionals and administrative staff. In some cases, this provider may need to share your PHI with these individuals for both clinical and administrative purposes such as scheduling and coordination of care. All these professionals are bound by HIPAA and FERPA regarding the same confidentiality laws. These professionals will be given training about protecting your privacy and will agree not to release any information outside of the practice without the permission of an appropriate professional staff member.
- Persons being seen in couple, family, or group counseling are encouraged to respect the confidentiality of others. However, this provider cannot guarantee that confidentiality will be maintained by the other participant(s).
- Minors under the age of 18 do not have full confidentiality from parents or legal guardians unless they are being seen for crisis intervention or in other specified exceptions outlined by HIPAA and FERPA. Please note that treatment of minors is outside the scope of this provider's practice and referral services will be offered.
- When you give written permission by completing a Release of Information form.

### *Use of Technology*

HIPAA Privacy Rule permits healthcare providers to use electronic communication provided they apply reasonable safeguards when doing so. These precautions are intended to prevent unintentional disclosures of your PHI. In circumstances where electronic communication may be necessary or preferred, you may exchange electronic communication with this provider in the following ways:

### *UHS Patient Portal*

The UHS Patient Portal has a secure messaging feature that allows this provider and OSU employees to

communicate through a secure and private platform, which can be accessed by logging onto:

<http://okstateportal.pointnclick.com>

- Log into UHS Patient Portal
  1. Enter identity verification
  2. > Messages > Secure Messages Inbox > New Message
  3. Select Communication Option > Employee Assistance Psychologist
  4. > Add message or attachment > Upload forms > Send

### *Email*

In situations where this provider uses email (i.e., non-OSU employees who do not have access to the UHS Patient Portal) for electronic communication, email encryption will be used. Sometimes, patients simply prefer to use email despite HIPAA security concerns regarding PHI. Email encryption is strongly recommended.

### *How do I send an encrypted email?*

To send an encrypted email in Cowboy Mail, create a new email as normal, but add the phrase [encrypt] to the subject line. For example: “YourSubjectHere [encrypt]”. Note: Be sure to put a space between the brackets and the rest of the text in the Subject. Additional information for sending encrypted email in Cowboy Mail can be found here: <https://it.okstate.edu/services/cowboy-mail/email-encryption.html>.

### *The following applies to all electronic communication:*

- Electronic communication should only be used as a means of limited information exchange for basic tasks such as scheduling, sending attachments, useful resources, etc.
- It will be kept and stored in your record.
- It is not to be used as an urgent or emergency form of contact. This provider may not have the opportunity to review your messages in a timely manner.
- Limits of confidentiality apply to electronic communication. Should you report any abuse, imminent self-harm or harm to others, etc., the information will be disclosed to appropriate persons or authorities.
- Electronic communication is not a substitute for therapy. If your message contains information more appropriate to an in-person discussion, you will be referred to schedule an appointment.
- If you choose to use non-encrypted email, you acknowledge that you are doing this at your own risk.

By signing this Agreement, you acknowledge that this provider may use encrypted electronic communication with you unless we have made another agreement.

### *Supervisor Referral*

If you are an OSU employee on a formal Performance Improvement Plan, your supervisor may recommend that you consider utilizing EAP counseling services as a method to help you meet your performance goals. Please note that participation in EAP counseling is always voluntary. In some cases, the supervisor may request that you provide verification of attendance and voluntary participation to show evidence of progress towards your performance plan goals. In order to release this information, you are required to sign a Release of Information

form allowing your supervisor to receive this information. You maintain the right to refuse signing a Release of Information form or discontinuing the release of communication at any time.

### *Teletherapy Services*

Your signature on this Agreement provides consent, when preferred and indicated by you and this provider, for the use of Teletherapy services in accordance with the following expectations and guidelines.

### *Description of Teletherapy Services*

“Teletherapy” is the practice of health care delivery, diagnosis, consultation, and therapeutic treatment that occurs through a HIPAA compliant, virtual, interactive, web-based audio and video communications platform.

### *Technology Service*

This provider will utilize the HIPAA compliant OSU Zoom platform to provide teletherapy services when virtual services are preferred and indicated. For additional information about this video conferencing application, visit: <https://it.okstate.edu/services/zoom/index.html>

### *Scheduling Teletherapy Appointments*

Prior to your appointment, this provider will send you a Zoom meeting link via 1) the OSU Patient Portal and/or 2) via email in situations where it is automated or preferred.

### *E-mail Notification and Privacy*

You will be notified via your OSU e-mail when there is new information to be viewed on the OSU Patient Portal and when Zoom meetings are scheduled. This means that anyone with access to your e-mail, such as your spouse or employer, will be able to see the notification. Although no private medical information will be sent in the email and the reason for the appointment will be unknown, you should take this into account when using electronic services.

### *Technical Problems*

If the virtual meeting becomes inaccessible or fails during a teletherapy session, telephone conferencing may be utilized as an alternative form of communication. You agree to provide a back-up phone number for an alternate form of communication at the beginning of the virtual meeting in the event technical problems occur.

### *Client Rights and Requirements for Teletherapy Services*

- You acknowledge that services delivered by this provider are required by law to take place within the state this provider is licensed, which is Oklahoma. If you are physically located outside of Oklahoma, you understand that teletherapy is not legally permissible and you will notify this provider so that the appointment can be rescheduled and/or referral services can be made.
- You have the right to withhold or withdraw consent for teletherapy services at any time. If consent is withheld or withdrawn, you have the option to request a referral to a local provider who can provide face-to-face meetings and/or wait until this provider is available to meet for a face-to-face session.

- The laws that protect the confidentiality of your personal information in a face-to-face counseling setting also apply to teletherapy. The dissemination of any personally identifiable information from the teletherapy interaction to other entities shall not occur without your written consent except in the case of mandatory or permissive exceptions to confidentiality as outlined in the *Confidentiality* section above.
- You agree not to record and understand this provider will not record teletherapy sessions as doing so would breach confidentiality protocol.
- You agree to be dressed appropriately as if you were attending a face-to-face session.
- You agree to use a secure and private space that is free of distractions to conduct the teletherapy session.
- You understand that at least one emergency contact and the closest emergency resource to your location in the event of a crisis is required. You agree to provide this information below in the signature section of this Agreement.

### *Potential Risks of Teletherapy*

There are potential risks of teletherapy that differ from face-to-face sessions. Risks may include but are not limited to the possibility, despite reasonable efforts on the part of the provider, that the transmission of communication could be disrupted or distorted by technical failures. Despite best efforts to ensure high encryption and secure technology, there is risk that the transmission and electronic storage of your personal information could be breached and accessed by unauthorized persons. You understand that it is important to use a secure internet connection rather than public/free Wi-Fi in order to reduce these risks. Additionally, while you may benefit from services offered via teletherapy, results cannot be guaranteed.

### *Contraindications for Teletherapy*

This provider may determine that due to certain circumstances, teletherapy is not appropriate and will discuss this with you accordingly.

Teletherapy services may not be advised if you have experienced any of the following high-risk concerns:

- Recent suicide attempt(s), psychiatric hospitalization, or active psychosis within the last 3 years
- Moderate to severe major depression or bipolar disorder symptoms
- Moderate to severe alcohol or drug abuse
- Severe and active eating disorders
- Repeated “acute” crises (e.g., occurring once a month or more frequently)
- You are traveling outside of the state of Oklahoma
- Emergencies and mental health crises

### *Mental Health Emergency Protocol*

You understand that certain situations, including emergencies and mental health crises are NOT appropriate for EAP services and that you will utilize appropriate urgent/emergency services in the event these needs arise.

Examples of mental health emergencies might include:

- Thoughts of seriously harming or killing yourself or another person
- Hallucinations and psychosis
- Being in a life-threatening emergency of any kind

- Experiencing an acute emotional crisis
- Being hung over or under the influence of alcohol or other drugs

If you are in an emergency or mental health crisis, you should seek immediate help. You agree to contact one of the following resources:

- Call 988 or go the nearest Emergency Room
- Grand Mental Health Crisis Line: 1-800-722-3611
- OSU ComPsych Guidance Resources: 1-855-850-2397
- National Suicide Prevention Lifeline: Call 1-800-273-8255
- Call SAM: 1-855-225-2SAM (2726)

Your signature on this Agreement indicates that you understand this provider does not provide emergency services and may not be available for contact between scheduled sessions.

### *Client Agreement Not to Use Therapy Information/Records in Custody or Divorce Litigation*

When a family is in conflict, particularly conflict due to parental separation or divorce, it is often difficult for everyone. Although this provider's responsibility to you may require helping to address stress related to family conflict and separation concerns, this provider's role will be strictly limited to providing treatment to you. You agree that in any child custody or divorce proceedings, you will not seek to subpoena this provider's records or ask this provider to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing this provider's opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring this provider's testimony, even though this provider will not do so unless legally compelled. If required to testify, this provider is ethically bound not to give an opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, this provider may provide information as needed, if appropriate releases are signed or a court order is provided, but this provider will not make any recommendation about the final decision(s).

### *Termination of Services*

After 90 days of no patient contact, this provider reserves the right to discontinue your treatment based on lack of active participation and attendance by you. It will be assumed that your problem was resolved or that you found alternative services and your clinical record will be closed. However, this does not prohibit you from re-establishing services in the future as long as you meet eligibility requirements. If it is determined that you are no longer eligible or that EAP services are insufficient to meet your needs (e.g., disability determination, forensic evaluations, neuropsychological evaluation, legal issues, comprehensive psychological assessments and reports, higher level of care required), your file will be closed and you may be referred to appropriate resources, if needed.

### *Feedback*

This provider welcomes positive and constructive feedback about services you receive. You have the right to report positive feedback or grievances. Contact the Director of University Health Services at (405) 744-7665.



# University Health Services

1202 W. Farm Rd.  
Stillwater, OK 74078  
O | 405-744-7665  
F | 405-744-6556  
uhs.okstate.edu

**\*My hand-written or electronic signature below confirms that I have read and understand the EAP Patient Service Agreement information outlined above, I have access to the HIPAA form, and that I agree to follow these guidelines and expectations for face-to-face and/or teletherapy EAP psychological services.**

### *Signatures*

Campus Wide ID: \_\_\_\_\_ or, Date of Birth: \_\_\_\_\_

Patient Printed Name: \_\_\_\_\_

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### *\*Emergency Contact Information*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Services nearest your physical location: \_\_\_\_\_



## HIPAA Form

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU (AS A PATIENT OF UNIVERSITY HEALTH SERVICES) MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.**

### Our Duty to Safeguard Your Protected Health Information

Individually identifiable information about your past, present, or future health or condition, the provision of health care to you, or payment for the health care is considered “Protected Health Information” (PHI). We are required to extend certain protections to your PHI, and to give you this Notice about our privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, we must use or disclose only minimum necessary PHI in a limited data set as defined by regulations to accomplish the intended purpose of the use or disclosure.

We are required to follow the privacy practices described in this Notice, though **we reserve the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the new notice from University Health Services or the Compliance Office 1202 Farm Road, Stillwater, OK 74078.

### How We May Use and Disclose Your Protected Health Information

We use and disclose PHI for a variety of reasons. We have a limited right to use and/or disclosure of your PHI for purposes of treatment, payment or our health care operations. For uses beyond that, we must have your written authorization unless the law permits or requires us to make the use or disclosure without your authorization. If we disclose your PHI to an outside entity in order for that entity to perform a function on our behalf, we must have in place an agreement from the outside entity that it will extend the same degree of privacy protection to your information that we must apply to your PHI. However, the law provides that we are permitted to make some uses/disclosures without your consent or authorization. It is the policy of University Health Services to not use PHI for marketing purposes, nor will any PHI be sold. In the event University Health Services were to contact you regarding fundraising, that communication shall include the option to opt out of future communications. Oklahoma law requires that we inform you that the **information used or disclosed may include records which indicate the presence of a communicable or venereal disease which may include, but are not limited to, hepatitis, syphilis, gonorrhea, Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).** Any use or disclosure also may include mental health or other sensitive information. The following offers descriptions and some examples of our potential uses/disclosures of your PHI.

#### Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations

Generally, we may use or disclose your PHI as follows:

**For treatment:** We may disclose your PHI to doctors, nurses, and other health care personnel who are involved in providing your health care. For example, your PHI will be shared among members of your treatment team and other UHS staff. Your PHI may also be shared with outside entities performing ancillary services relating to your treatment, such as for interpretation of x-rays, or for consultation purposes in provision or coordination of your care.

**To obtain payment:** We may use/disclose your PHI in order to bill and collect payment for your health care services. For example, we may contact and/or release portions of your PHI to a private insurer to get paid for services that we delivered to you. We may release information to third parties for collection purposes. Any charges not paid at time of service will be transferred to the OSU Bursar.

**For health care operations:** We may use/disclose your PHI in the course of operating our clinic. For example, we may disclose your PHI to our accountant or attorney for audit purposes. We may disclose your PHI to designated staff in our facility or offices for similar purposes.

**Appointment reminders:** Unless you provide us with alternative instructions, we may send appointment reminders and other similar materials to your home, or notify you of appointments by phone.

#### Uses and Disclosures Requiring Authorization

For uses and disclosures beyond treatment, payment and operations purposes we are required to have your written authorization, unless the use or disclosure falls within one of the exceptions described below. Disclosures of any psychotherapy notes, disclosures that include the sale of PHI or disclosures for marketing purposes require your authorization. Authorizations can be revoked at any time to stop future uses/disclosures except to the extent that we have already undertaken an action in reliance upon your authorization. In addition, any other uses and disclosures not described in this notice shall be made with only your authorization.

#### Uses and Disclosures of PHI not requiring consent or authorization

The law provides that we may use/disclose your PHI without consent or authorization in the following circumstances:

**When required by law:** We may disclose PHI when a law requires that we report information about suspected abuse, neglect or domestic violence, or relating to suspected criminal activity, or in response to a court order. We must also disclose PHI to authorities that monitor compliance with these privacy requirements.

### Uses and Disclosures of PHI from Alcohol and Other Drug Records Not Requiring Consent or Authorization

The law provides that we may use/disclose your PHI from alcohol and other drug records without consent or authorization in the following circumstances:

**When required by law:** We may use/disclose PHI when a law requires that we report information about suspected child abuse and neglect, or when a crime has been committed on the premises or against personnel, or in response to a court order.

**Relating to decedents:** We may disclose PHI relating to an individual's death if state or federal law requires the information for collection of vital statistics or inquiry into cause of death.

**For research, audit or evaluation purposes:** In certain circumstances, we may disclose PHI for research, audit or evaluation purposes.

**To avert threat to health or safety:** In order to avoid a serious threat to health or safety, we may disclose PHI as necessary to law enforcement when a threat is made to commit a crime on the premises or against personnel.

### Uses and Disclosures Requiring You to have an Opportunity to Object

In the following situations, we may disclose a limited amount of your PHI if we inform you about the disclosure in advance and you do not object, as long as the disclosure is not otherwise prohibited by law.

**Patient Directories:** Your name, location, and general condition may be disclosed to callers or visitors who ask for you by name. Additionally, your religious affiliation may be shared with clergy.

**To families, friends or others involved in your care:** We may share with these people information directly related to their involvement in your care, or payment for your care. We may also share PHI with these people to notify them about your location, general condition, or death.

### Your Rights Regarding Your Protected Health Information

You have the following rights relating to your protected health information:

**To request restrictions on uses/disclosures:** You have the right to ask that we limit how we use or disclose your PHI. We will consider your request, but are not legally bound to agree to the restriction. To the extent that we do agree to any restrictions on our use/disclosure of your PHI, we will put the agreement in writing and abide by it except in emergency situations. We cannot agree to limit uses/disclosures that are required by law. An individual paying the full cost of the care provided may request that PHI of that visit not be disclosed, however such a restriction of use of PHI cannot be accommodated if the individual is requesting UHS use the PHI to obtain payment for services. Only in the case of an individual paying full cost at time of service can make this request. This request is limited to use of PHI for payment or health care operations. This request cannot limit use of PHI for treatment purposes.

**To choose how we contact you:** You have the right to ask that we send your information to an alternative address or by an alternative means. We must agree to your request as long as it is reasonably easy for us to do so.

**To inspect and request a copy of your PHI:** Unless your access to your records is restricted for clear and documented treatment reasons, you have a right to see your protected health information upon your written request. We will respond to your request within 30 days. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed, depending on your circumstances. You have a right to choose what portions of your information you want copied and to have prior information on the cost of copying. You have a right to electronic copies of electronic health records maintained by UHS or a designated third party. This right is limited to your health related records, and if requested will be required to pay the labor costs associated with such request.

**To request amendment of your PHI:** If you believe that there is a mistake or missing information in our record of your PHI, you may request, in writing, that we correct or add to the record. We will respond within 60 days of receiving your request. We may deny the request if we determine that the PHI is (i) correct and complete; (ii) not created by us and/or not part of our records, or; (iii) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If we approve the request for amendment, we will change the PHI and so inform you, and tell others that need to know about the change in PHI.

**To find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure for treatment, payment, and operations; to you, your family, or the facility directory; or pursuant to your written authorization. The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or disclosures made before April 14, 2003. We will respond to your written request for such a list within 60 days of receiving it. Your request can relate to disclosures going as



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far back as six years. There will be no charge for up to one such list each year. There may be a charge for more frequent requests.

### **To receive this notice**

You have a right to receive a paper copy of this Notice and/or an electronic copy by email upon request.

### **How to Complain about our Privacy Practices**

If you have questions about this Notice or any complaints about our privacy practices, please contact the Compliance Office listed below. If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI, you may request information or file a complaint by contacting:

OSU Privacy Complaint Office  
Attn: Barrett Hunter, Director,  
Compliance and Risk Management  
barrett.hunter@okstate.edu  
1202 Farm Road  
Stillwater, OK 74078  
405-744-7013

You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue SW, Washington D.C., 20201 or call 1-877-696-6775. We will take no retaliatory action against you if you make such complaints.

Effective April 14, 2003

Revised December 23, 2009

Revised March 7, 2013