



Purpose:

Student Health Services/MGA Health Clinic HIPAA Policy/Procedure and Confidentiality Practices

Revision History: Created 3/2020

Definitions:

Business Associate (BA): means a person, contractor, vendor, institution, or other entity that, on behalf of the Health Care Component (HCC), but other than in the capacity of a member of the HCC workforce, performs, or assists in the performance of:

A function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; or

Legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for the HCC, or to or for an organized health care arrangement in which the HCC participates, where the provision of the service involves the disclosure of individually identifiable health information from the HCC or arrangement, or from another business associate of the HCC or arrangement, to the person.

Disclosure: means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

Health Care means care, services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual, or that affects the structure or function of the body; and

The sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

Health Information means any information, including genetic information, whether oral or recorded in any form or medium, that:

Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

HIPAA: Health Insurance Portability and Accountability Act (1996)

USO: Unive

environment and protected by appropriate electronic safeguards. Protected health information stored in computers is to be password protected. Passwords are individual specific and are not to be shared by or accessible to more than one individual.

extent practicable, be limited to only that necessary to accomplish the intended purpose of the approved use, disclosure or request.

Information maintained by MGA for purposes related to the administration of a University System health plan will not be used for employment related purposes, including but not limited to, annual evaluations, employee discipline, promotion, retention or termination. MGA strictly segregates functions related to health plan administration from employment decisions.

s health information may be used by MGA for treatment, payment, and healthcare operations (as defined by HIPAA) after MGA has provided to the individual a copy of these policies and procedures and has made a good faith effort to obtain an acknowledgment of its receipt. Additionally, MGA health information to external entities for other purposes upon obtaining a valid authorization from the individual giving permission for that stated use or disclosure. Further, MGA may use and disclose an

Health information may be used or disclosed without an policies and procedures in the event of an emergency or where a communications barrier makes prior permission or notification impossible.

From time to time, MGA may disclose identifiable health information to other entities for use by the individual for treatment. Further, MGA may disclose identifiable health information to other entities to assist the individual in obtaining payment and, under limited circumstances, may disclose identifiable health information to other entities for purposes associated with healthcare operations.

Communication of Health Information

It is the policy of MGA to inform individuals about MGA information that may be maintained by MGA in order to safeguard health information in MGA possession, and, to the extent practicable, to protect the communication of health information, including oral information, from intentional or unintentional use or disclosure. It is further MGA accommodate, to the extent practicable, the requests of individuals regarding the place, time, and method of communicating to them their own health information. Information related to health documents/medical records is provided to all patients with initial encounter forms and posted in a visible location at the front desk, with unlimited copies of Privacy Practices/Patient Rights and Responsibilities available by request at any time.

MGA will publicly disseminate these policies and procedures and make a good faith effort to receive an acknowledgment of such receipt prior to the first date of employment or student training. MGA will not knowingly use or disclose health information in a manner inconsistent with these policies and procedures, except to the extent that emergency patient care would be compromised. MGA reserves the right to amend these policies and procedures as deemed necessary or advisable and, to the extent and in a manner practicable, will inform individuals of material changes to these policies and procedures. These policies and procedures constitute an official policy statement and may not be amended, or otherwise altered, by any area of MGA without the approval of an authorized MGA official.

Health information that is communicated in any form is to be treated as confidential and in a manner that

Acknowledgments of receipt of these policies and procedures will be retained by MGA for a minimum of ten years. Any agreed upon restrictions arising out of a notification will remain in effect until revoked by the individual or until the individual is notified by MGA that MGA will no longer honor the agreed upon restrictions.

In the event MGA receives more than one authorization or permission from an individual that appear to be in conflict with each other, MGA

https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/understanding/special/emergency/final_hipaa_guide_law_enforcement.pdf

https://www.usg.edu/records_management/schedules/all_schedules

<https://www2.ed.gov/policy/gen/guid/fpco/pdf/ferparegs.pdf>

Attachments:

Refer to the following documents/links:

https://www.mga.edu/health-clinic/docs/Patient_Rights_and_Responsibilities.pdf

https://www.mga.edu/health-clinic/docs/HIPAA_Notice_of_Privacy_Practices.pdf

https://www.mga.edu/health-clinic/docs/Records_Release.pdf

https://www.mga.edu/technology/docs/Incident_Response_Procedures.pdf

Student Assistant Confidentiality Agreement (PDF only)