

Vulnerability Disclosure Policy

Introduction

Rocky Boy Health Center is committed to ensuring the security of the public, our patients, and our community members by protecting their information from unwarranted disclosure. This Vulnerability Disclosure Policy (Policy) is intended to give security researchers clear guidance for conducting vulnerability discovery activities and to convey our preferences in how to submit discovered vulnerabilities to us.

Scope of this Policy

This Policy applies to rockyboyhealth.gov, all subdomains of rockyboyhealth.gov, and any website published with a link to this Policy. Vulnerabilities found in systems from our vendors fall outside of this Policy's scope and should be reported directly to the vendor according to their disclosure policy (if any).

Good Faith Requirement

A "good faith" security research process is the process of identifying vulnerabilities which is conducted in accordance with the requirements of this Policy, including the below "Guidelines" Section. If you conduct your security research in good faith and follow this Policy during your security research, we will consider your research to be authorized. We will also work with you to understand and resolve the issue quickly. Further we won't recommend or pursue legal action related to your research and will make this authorization known if legal action is initiated by a third party for activities that were conducted in accordance with this Policy.

Guidelines

Under this Policy, "research" means activities in which you:

- Make a good faith effort to follow this Policy.
- Do not exploit or misuse any vulnerability and use discoveries only to the extent necessary to confirm a vulnerability's presence.
- Make every effort to avoid systems disruptions, privacy violations, and degradation of user experience.
- Do not access, modify, or delete data.
- Provide enough detail in your report so we can reproduce and resolve the issue.
- Avoid submitting a high volume of low-quality reports.
- Once a vulnerability is established or suspected, cease any testing or other security research, notify us immediately, and do not disclose this vulnerability, established or suspected, to anyone else.

Test Methods that Are Not Authorized

The following test methods are not authorized:

- Network denial service (DoS or DDoS) tests or other tests that impair access to or damage a system or data.
- Physical testing (e.g., office access, open doors, tailgating), social engineering (e.g., phishing, vishing), or any other non-technical vulnerability testing.

How to Report a Vulnerability

If you discover a security vulnerability in rockyboyhealth.gov, please report it to us at **866-827-6259**

or info@rbclinic.org. To help us triage and prioritize submissions we recommend that your report include a description of where the vulnerability is in the system and the potential impact of exploitation, along with a detailed description of steps necessary to reproduce the vulnerability. Proof of concept scripts or screenshots are helpful.

What You Can Expect From Us

If you share contact information with us, we commit to coordinating with you in an open and timely manner. We'll acknowledge that your report has been received within (5) five business days. We will, to the best of our ability, confirm the existence of the vulnerability to you and be transparent as possible about what remediation steps we are taking to resolve the issue.

Privacy Policy

Scope of Policy

Rocky Boy Health Center (RBHC) is committed to respecting your privacy. This Privacy Policy explains how we collect, use, disclose, and safeguard personal information that you provide to our website. By using our website, you agree to the terms of this Privacy Policy. This Privacy Policy applies to rockyboyhealth.gov including all subdomains thereof and any information gathered through use of that website. If you click on a link to an outside website or service, including any connected services, or otherwise navigate away from rockyboyhealth.gov, this Privacy Policy no longer applies and you will be subject to the privacy policies of the outside website.

Privacy Notice

RBHC respects your privacy. We do not collect personal information about you when you visit our website unless you choose to provide it. We do use technology to automatically collect certain information to maintain our website services and improve website visitors' experiences.

Information Collected

RBHC may collect the following information:

- Basic website traffic data (e.g., IP address, browser type, date/time of visit, the pages you visit on rockyboyhealth.gov, terms you enter into the search box). RBHC does not combine this data or otherwise use additional information to attribute this basic website traffic data to any individual.

How We Use This Information

RBHC uses the information it collects:

- To improve our website and services;
- To respond to inquiries or requests, when a response is required by law; and/or
- To comply with legal and regulatory requirements.

No Collection of Protected Health Information

This website is not intended to collect or transmit health information, including Protected Health Information (PHI) subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Privacy, Security, and Breach Notification Rules. Please do not use website forms or email addresses listed on this site to submit information related to the physical or mental health or condition of an individual, such as details about diagnoses, conditions, or treatments, or

information which enables an inference about an individual's health. For further information about RBHC privacy practices with respect to PHI, click here [[link to HIPAA Notice of Privacy Practices](#)].

If you need to discuss private medical details, have medical questions, or for appointments, or any other health-related concerns, please contact RBHC directly by phone at (406) 395-4486 or in person at our facility, where we can ensure proper privacy and compliance measures.

This website does not maintain the administrative, physical, or technical safeguards required for HIPAA compliance. Information that you provide to RBHC at our facility while being treated as a patient of that facility is PHI under HIPAA and attendant regulations and is subject to our HIPAA Notice of Privacy Practices. In the event of any conflict between our HIPAA Notice of Privacy Practices and this Privacy Policy, the terms of the HIPAA Notice of Privacy Practices shall control.

Security & Data Protection Statement

RBHC uses industry-standard security practices, including encryption and regular monitoring, to protect the integrity of our website. RBHC utilizes certain organizational and technical procedures to protect data transmitted via our websites, such as encryption (HTTPS). Users of, and visitors to, rockyboyhealth.gov, understand and accept that despite these best efforts, websites can never be completely secured against hackers, cybercriminals, or other unauthorized third parties. If a security incident occurs that may affect your information, RBHC will take appropriate steps consistent with applicable laws and regulations to investigate and mitigate the issue. We do not sell or share personal information with third parties except when required by law.

Mobile Messaging Privacy

If you choose to receive text messages from Rocky Boy Health Center, we will use your mobile telephone number only for the purposes for which you provided consent, including appointment reminders, care coordination, billing notifications, prescription reminders, and other healthcare communications. No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. Mobile information may be shared only with service providers that assist us in delivering healthcare communications on our behalf and who are contractually obligated to safeguard your information.

Cookies / Analytics Notice

RBHC may use cookies or analytics tools to understand how visitors use our site. This information helps us improve content and usability. You may disable cookies through your browser settings at any time without affecting your ability to use this site. For instructions on how to disable cookies in some of the most popular web browsers, visit <https://www.usa.gov/optout-instructions>.

Children's Online Privacy Protection

RBHC's website is not intended for use by children under 13 years old. RBHC does not intentionally or knowingly solicit, collect, use, or disclose personal information from children under 13 and does not market its services to children. If you believe that your child submitted personal information without parental consent, please contact us at info@rbclinic.org so that we can delete such data from our records.

Updates

RBHC may revise and update this Privacy Policy from time to time in its sole discretion. All changes are effective immediately when we post them and shall apply to all access and use of the website thereafter.

For additional information regarding our SMS and RCS messaging program, including message frequency, HELP and STOP instructions, message and data rate disclosures, and consent requirements, please review the RBHC Text Messaging Terms and Conditions available on our website.

Terms of Use

Please read these Terms of Use carefully. By using RBHC's website, all subdomains of rockyboyhealth.gov, and any website published with a link to these Terms of Use, you accept and agree to be bound and abide by these Terms of Use. These Terms of Use incorporate RBHC's Privacy Policy and Vulnerability Disclosure Policy, as well as the below Terms of Use. If you do not agree to all of these Terms of Use, do not access or use this site.

No Medical Advice

Information on this site, is provided by Rocky Boy Health Center (RBHC) for general informational or consumer educational purposes only. It is not intended to provide medical advice and should not be used as a substitute for professional medical care. This site and any site content are not intended to be used for medical diagnosis or treatment. You acknowledge that this site and any site content does not constitute the render of medical, nursing, or professional healthcare advice or services, or the practice of medicine, nursing, or professional healthcare.

Medical Emergencies

If you have a medical emergency, please immediately **call emergency personnel at 911** to get prompt medical attention. Do not rely on this site or the site content for assistance in regard to your immediate, urgent medical needs. This site is not designed to facilitate medical emergencies. RBHC does not guarantee response times should you use this site in the event of a medical emergency.

Disclaimers and No Warranties

RBHC expressly disclaims and does not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation, warranties of title or non-infringement, or the implied warranties of merchantability, fitness for a particular purpose, and non-infringement) with regard to this site or the site content.

You acknowledge that use of this site or the site content may not be free from technological difficulties including, but not limited to, unavailability, downtime, disruptions, viruses or worms or that any files or information downloaded from or accessed through this site will be free of infections, viruses, worms, Trojan horses, or other malicious code that contains contaminating or destructive properties. You are responsible for maintaining a means external to this site for the accuracy of data input and output and for the reconstruction of any lost data.

RBHC makes reasonable efforts to ensure the accuracy of content but does not guarantee that all information is complete, current, or error-free.

Use of Site Content

RBHC authorizes you to view or print a single copy of the RBHC site or site content solely for your personal, noncommercial use so long as: (a) you do not alter or modify the RBHC site or site content; (b) you include any notices and disclaimers (including copyright notices) contained in the RBHC site and site content; and (c) you do not use the RBHC site or site content in a way that suggests an association with RBHC. Additional obligations for use may be required for users of this site and/or the site content.

All elements of this site including without limitation, the general design and the site content are protected by trade dress, copyright, trademark and other United States and foreign laws relating to intellectual property rights and title will remain at all times with RBHC, its licensors, suppliers or vendors, as applicable. Any use of this site or the site content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. All rights not expressly granted herein are reserved for RBHC, its licensors, suppliers and vendors.

Discontinuance

RBHC is providing this site and the site content as a courtesy to you. RBHC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this site and the site content without notice. If you breach any of these Terms of Use, your access to this site and permission to use the site content terminates automatically and you must immediately destroy any copy you may have made of any part of the site content.

Limitation of Liability

THE USE OF THIS SITE AND SITE CONTENT IS ENTIRELY AT YOUR OWN RISK, AND IN NO EVENT SHALL ROCKY BOY HEALTH CENTER, ITS LICENSORS, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER DAMAGES, FEES, FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SITE AND/OR SITE CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE AND/OR THE SITE CONTENT IS TO STOP USE OF THIS SITE AND THE SITE CONTENT.

Trademarks and Copyrights

You acknowledge that all trademarks, service marks, logos and/or copyrighted materials displayed on this site and/or the site content are the property of the Chippewa Cree Tribe/RBHC, its licensors, suppliers or vendors. Nothing in these Terms of Use or otherwise should be construed as granting any right or license to any such trademarks, service marks, logos and/or copyrighted materials without the express prior written permission of its owner.

User Agreements

You acknowledge and agree that you will not:

- Use this site or the site content for any purpose in violation of any local, state, federal or international laws;

- Attempt to disable, “hack” or otherwise interfere with the proper functioning of this site or the site content; or
- Use the site to post or to transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity.

Copyright Notice & Takedown Procedures

If you believe any materials accessible on or from the site infringe your copyright, you may request removal of such materials (or access thereto) from the site by contacting RBHC in writing at info@rbclinic.org.

Please include the following information: (i) detailed identification of the purportedly infringing material(s); (ii) detailed identification of the copyrighted work you believe is infringed; (iii) your name, address, phone and email contact information; (iv) your statement that you have a good faith belief that the material is not authorized by the copyright owner; (v) your statement that the information you have supplied is accurate, and indicating that “under penalty of perjury” you are the copyright owner or are authorized to act on behalf of the copyright owner; and (vi) your valid signature or electronic equivalent acceptable under the E-Sign Act.

External Linking

This site may contain links to external websites. These links are provided solely for the information and convenience of users. RBHC is not responsible for the content of external sites and does not endorse those organizations. If you select a link to an outside website, you’re leaving rockyboyhealth.gov website and are subject to the terms of use and privacy and security policies of the external website. RBHC encourages you to be aware when you are leaving this site and read the terms of use and privacy statements of each and every website that you visit before providing any personally identifiable information.

Jurisdiction and Governing Law

This website and the Terms of Use are governed by the laws of the Chippewa Cree Indians of the Rocky Boy’s Reservation, Montana (Chippewa Cree Tribe or Tribe) without regard to principles of conflicts of laws. Any dispute related to the use or inability to use this site, reliance on any information provided on this site, these Terms of Use, or any other aspect of this site, will be instituted exclusively in the Chippewa Cree Tribal Court. Users and visitors expressly consent to the exclusive jurisdiction of the Chippewa Cree Tribal Court and venue in the same. If any portion of these Terms of Use is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law to the greatest extent possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

Sovereign Immunity

Rocky Boy Health Center (RBHC) is a tribally operated healthcare organization of the Chippewa Cree Indians of the Rocky Boy’s Reservation, Montana (Chippewa Cree Tribe or Tribe). RBHC, as an arm of the Tribe, retains all rights, privileges, and immunities of the Tribe, including sovereign immunity from suit in any state, federal, or tribal court. Nothing in this website, its content, or any related communications will be construed as a waiver of sovereign immunity of the Chippewa Cree Tribe, RBHC, its governing bodies, officers, or employees.

Privacy

RBHC cannot guarantee the confidentiality of information received and sent over the Internet or by electronic mail (e-mail). Please see our Privacy Policy for additional terms relating to privacy, which is incorporated herein by reference.

Updates To Terms of Use

RBHC may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately when we post them and shall apply to all access and use of the website thereafter.

Accessibility Statement

Rocky Boy Health Center (RBHC) is committed to providing a website that is accessible to all visitors, including people with disabilities.

We strive to maintain compliance with the World Wide Web Consortium (W3C) and their industry standard Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. We regularly test our site for accessibility and make improvements as needed.

While we make every effort to ensure our website is accessible, some content or features may present challenges due to technological limitations or third-party dependencies. In cases where fully accessible formats are not feasible, we will provide alternative solutions upon request. If you experience difficulty accessing content on this site, please contact us via the contact form or call (406) 395-4486. Your feedback helps us enhance the user experience for everyone.

Non-Patient Records Request / Transparency Statement

Rocky Boy Health Center values transparency in governance. RBHC is not subject to the federal Freedom of Information Act (FOIA). However, you may request access to certain records, which requests will be individually evaluated in accordance with RBHC's internal policies and applicable law.

Requests can be submitted in writing to:

Rocky Boy Health Center
Attn: Legal Department
6850 Upper Box Elder Road
Box Elder, Montana 59521
info@rbclinic.org

This does not apply to patient health records. For information on accessing patient health records please contact Health Information Management at (406) 395-4486.

AAAHC Accreditation

Rocky Boy Health Center is accredited by the Accreditation Association for Ambulatory Health Care (AAAHC). Accreditation distinguishes Rocky Boy Health Center from many other facilities though its adherence to rigorous standards of care and safety. Status as an accredited organization means that Rocky Boy Health Center has met nationally recognized standards for the provision of quality health care set by AAAHC.

Accreditation by the AAAHC is a voluntary ongoing process that involves an on-site inspection every three years and continuous quality improvement between accreditation visits, and means we must continue to meet the standards set by the AAAHC in order to maintain its accreditation. This helps ensure that the care received by patients at Rocky Boy Health Center is consistent with best practices in the healthcare industry.

Having earned AAHC Accreditation, Rocky Boy Health Center embodies the *1095 Strong, quality every day* philosophy, a commitment to providing the highest levels of quality care to our patients, and the same high level of quality in our business practices.

We are proud to have met the challenge and intend to consistently uphold the principles of quality improvement and patient care.

You can read more about the AAAHC and the accreditation process on their website <https://www.aaahc.org>.

Patient Rights and Responsibilities

The Rocky Boy Health Center recognizes that health care is your right and is responsible for delivery of that care with a high degree of professionalism.

PATIENT RIGHTS

You have the right to:

1. Considerate, respectful care always and under all circumstances
2. Know the identity and professional status of individuals providing your care
3. Privacy concerning your care and records
4. Expect safe and clean conditions at any Rocky Boy Health Center facility
5. Receive complete information of services and treatment in terms you can understand to make informed decisions and participate in the planning of your health care
6. Refuse treatment after receiving full information necessary to make that decision
7. To have someone assist you and provide support while seeking services unless your medical team determines that the person may interfere with your rights and safety or those of others
8. To make, review, or revise any Advance Directives and to appoint someone to make health care decisions for you if you are unable to do so
9. Refuse the presence or services of a health care student or anyone not directly involved in your care
10. To receive proper pain assessment and management

11. Receive full explanation of Purchased Referred Care Services, Medicare/Medicaid, and/or Third-Party insurances and how it may affect the scheduling of any elective surgeries or treatment
12. Be informed of Rocky Boy Health Center rules and regulations that apply to patient conduct, processes, including those for resolution of patient complaints
13. Request a second opinion from another practitioner at Rocky Boy Health Center
14. Seek additional health care services and/or specialty consultation outside the Rocky Boy Health Center without a referral at your own expense

PATIENT RESPONSIBILITIES

You have the responsibility to:

1. Provide the most accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to your health, including up to date contact information to reach you
2. Cooperate with the treatment plan decided upon by you and your physician; including any instructions of nurses and allied health personnel as they assist with the plan of care while following applicable rules and regulations
3. Accept responsibility for your actions if you refuse treatment or do not follow your care plan instructions
4. Accept that laws, safety issues, and ethics may affect our efforts to relieve your pain
5. Follow Rocky Boy Health Center rules and regulations regarding patient care and conduct
6. Be considerate and respectful of the rights of other patients and Rocky Boy Health Center personnel
7. Ensure your support person follows all Rocky Boy Health Center rules and regulations and is considerate and respectful of Rocky Boy Health Center personnel
8. Request further explanation if medical information is unclear to you
9. Be aware of the type of care provided and follow all policies and procedures for the area you are visiting:
 - a. Outpatient Clinic: Provides complete medical services including in-depth lab work, x-rays, consultations, referrals, and ancillary services (Optometry, Dental, Physical Therapy, etc.)
 - b. Urgent Care Rooms: Conditions that medical staff have triaged as needing evaluation/management within 24 hours.

If you have a concern about your care, you may contact:

- RBHC Integrity and Compliance Hotline at (866) 827-6259, or in writing by visiting <https://rbhc.compliancemanager.healthcity.com/report/67FD778B4B>
- AAAHC at 847-853-6060 or by mail at 5250 Old Orchard Road, Suite 200, Skokie, IL 60077.

Text Messaging Terms & Conditions

These Text Messaging Terms & Conditions ("Terms") govern your participation in the Rocky Boy Health Center ("RBHC," "we," "our," or "us") SMS (Short Message Service) and Rich Communication Services (RCS) text messaging program. By opting in to receive text messages from RBHC, you agree to these Terms.

Program Description

RBHC offers text messaging to improve communication with patients and community members. Messages may include, but are not limited to:

- Appointment reminders
- Appointment confirmations and scheduling updates
- Care coordination communications
- Prescription and medication reminders
- Billing notifications
- Preventive care reminders
- Public health notifications
- Health education messages
- Other healthcare-related communications authorized by you

Text messaging is provided as a convenience and is not intended to replace direct communication with your healthcare provider.

Consent

By providing your mobile telephone number and opting into RBHC's messaging program, you expressly authorize RBHC to send text messages to the mobile number you provide.

Consent to receive text messages is voluntary and is **not a condition of receiving healthcare services**.

You represent that you are the authorized user of the mobile phone number provided or have authority to provide consent for that number.

Message Frequency

Message frequency varies depending on your healthcare needs, appointments, requested services, and communications with RBHC.

Message and Data Rates

Message and data rates may apply according to your wireless carrier's plan. Please contact your wireless carrier for details regarding your messaging or data plan.

Opting Out

You may opt out of receiving text messages at any time by replying: **STOP**

After opting out, you will receive one final confirmation message confirming your request. No additional text messages will be sent unless you enroll again.

Please note that opting out may prevent you from receiving appointment reminders or other important healthcare communications by text message.

Help

For assistance with the text messaging program, reply: **HELP**

You may also contact Rocky Boy Health Center directly:

Phone: (406) 395-4486

Website: <https://www.rockyboyhealth.gov>

Email: info@rbclinic.org

Privacy

Your privacy is important to us.

Your mobile telephone number will be used solely for the purposes described in these Terms and in accordance with RBHC's Privacy Policy and Notice of Privacy Practices.

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes.

Mobile information may be shared only with service providers that assist RBHC in delivering text messages or other healthcare communications on our behalf. These service providers are contractually required to safeguard your information and may use it only for providing messaging services to RBHC.

For additional information regarding how RBHC protects your information, please review our:

- Notice of Privacy Practices
- Website Privacy Policy

Security

Although RBHC takes reasonable measures to protect your information, text messaging is not a fully secure form of communication.

Please do not send confidential medical information, insurance information, Social Security numbers, payment information, or other sensitive personal information by text message unless specifically instructed by RBHC through a secure process.

If you need to discuss sensitive medical information, please contact your healthcare provider directly or use any secure patient portal made available by RBHC.

Supported Carriers

Text messaging services are available through participating wireless carriers. Delivery is subject to effective transmission by your mobile carrier.

Wireless carriers are not liable for delayed or undelivered messages.

Eligibility

You must be at least 18 years of age or otherwise authorized to provide consent for the mobile number enrolled in the program.

Changes to Mobile Number

If your mobile telephone number changes, you agree to notify RBHC promptly so we can update your records.

Changes to These Terms

RBHC may revise these Terms at any time. Updated Terms will be posted on our website with a revised effective date. Continued participation in the messaging program after changes become effective constitutes acceptance of the revised Terms.

Contact Information

If you have questions regarding these Terms or RBHC's text messaging program, please contact:

Rocky Boy Health Center

6850 Upper Box Elder Road

Box Elder, Montana 59521

Phone: (406) 395-4486

Email: info@rbclinic.org

Website: <https://www.rockyboyhealth.gov>

A2P/CTIA Compliance Notice

This messaging program is intended to comply with applicable industry standards, including CTIA Messaging Principles and Best Practices and applicable federal and state laws governing electronic communications and healthcare privacy.