

CUTCHINS PROGRAMS FOR CHILDREN & FAMILIES, INC.

NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL AND MENTAL HEALTH INFORMATION ABOUT YOUR CHILD MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.**

Notice Effective Date: November 17, 2022

If you have any questions about this Notice of Privacy Practices, please contact the Program Director at the site your child will be or currently is receiving services:

The Children's Clinic:	Amanda Harrison, 413-587-3265
Northampton Center for Children and Families:	Lara Ismail, 413-584-1310
Three Rivers Program:	Jackie Kelting-Dias, 413-733-4032
Flexible Support Services	Amanda Harrison, 413-587-3265

Or, our Agency's Chief Executive Officer
and Privacy Officer: Tina Champagne, 413-584-1310

I. Introduction.

With some exceptions, our Agency is required by law to maintain the privacy and security of your child's "protected health information", which is also referred to throughout this Notice as "PHI", and to abide by the terms of this Notice of Privacy Practices ("Notice"), as well as all future Notices. This Notice explains how our Agency uses, discloses and protects your child's PHI, defined below. In certain circumstances, the Agency will consult legal counsel before your child's PHI is used or disclosed. This Notice also generally describes your rights regarding PHI we maintain about your child and a brief description of how you may exercise these rights.

Throughout this Notice, "Agency" refers to Cutchins Programs for Children & Families, Inc., which includes all of the programs referred to above. "PHI" or "protected health information" means information that specifically identifies an individual or where there is a reasonable basis to believe that the information could be used to identify said individual. This includes information about your child that we have collected from you and/or your child or have received from third-parties, such as your child's health care providers, health plans, or a

health care clearinghouse responsible for transmitting insurance claims in a secure format. The information can be electronic, paper, or oral, and can include information about your child's past, present or future physical or mental health, payment for your child's health care, the type of services your child receives or that are recommended for your child, and the dates on which your child receives those services. The terms "you" or "your" throughout this Notice refer to a child's parent, guardian, personal representative or other individual authorized to make health care decisions on behalf of a child.

We are required by law to provide you with this Notice and to comply with the terms of this Notice. This Notice, as well as all future Notices, in addition to being posted, must be given to you at your child's first appointment or delivery of services (included when those services are delivered by electronic means) or, in the event of an emergency, as soon as it is reasonably practicable after the emergency ends. You may also obtain a copy of the current Notice by accessing our website at www.Cutchins.org or by contacting the Director of your child's program referred to on page 1 of this Notice and requesting that a copy be sent to you in the mail or by asking for one anytime you visit one of our offices.

II. Who We Are.

Our Agency consists of four programs:

- Northampton Center for Children and Families
- The Children's Clinic
- Three Rivers Program
- Flexible Supports Services

All of these programs will follow the terms of this Notice, as well as any revised Notices.

III. Use and Disclosure of Your Child's PHI With Your Authorization.

Uses and disclosures of your child's PHI not described in this Notice, or not specifically permitted by applicable law, will only be made *with your written permission*, called an "Authorization" or "Release", provided to you by our Agency. A written Authorization or Release will, among other things, specify the purpose of the requested disclosure, to whom the information may be disclosed, exactly what information should be disclosed, and an expiration date. You have the right to revoke an Authorization or Release at any time provided that you do so in writing. In this event, we will not make any further use or disclosure of your child's PHI under that Authorization or Release, but information already disclosed cannot be rescinded.

All requests to inspect and/or copy your child's PHI shall be submitted in writing to the Program Director at the site where your child receives services or to our Privacy Officer. Whenever you request that access to your child's PHI be given to you or a third-party, our Agency has thirty (30) days within which to respond. If we are unable to take action within this time period, we are entitled to an extension of no more than thirty (30) days provided that we

notify you of the reason for the delay, in writing, including when you can expect a response within said thirty (30) day period. Our Agency has the right to charge a reasonable, cost-based fee for the costs associated with your request for access to your child's PHI, including copying, mailing and related supplies. (See our "Records Release Policy" for details). In certain circumstances, we may redact portions of your child's records (see section VIII. for more information).

If our Agency denies access to your child's PHI to you or a third-party, you will be informed of this decision in writing and then have the right to have the denial reviewed by a licensed health care professional designated by our Agency as a reviewing official who did not participate in the original decision. Once the review is completed, we will honor the decision made by the licensed health care professional reviewer. If this does not resolve the matter to your satisfaction, you have the right to file a complaint with the Chief Executive Officer of our Agency. If you prefer, a complaint can also be filed with the Secretary of the U.S. Department of Health and Human Services.

IV. Use and Disclosure of Your Child's PHI Without Your Authorization.

For each category below, we will explain what we mean in general and/or provide examples for ease of understanding, but these lists are not meant to be exhaustive. In certain circumstances and with some limitations, we may use or disclose your child's PHI, *without your authorization*, as follows:

(a) For Treatment. Our Agency utilizes a team approach to treatment and recognizes that the relationships a client has with all of our staff is an important factor in your child's treatment. We may use/disclose your child's PHI to doctors, nurses, undergraduate or graduate level clinical interns, and mental health and other health care providers, both within our Agency (including your child's treatment team and providers and staff other than your child's therapist or principal clinician), and those outside our Agency who are involved in providing, coordinating, and managing your child's health care and related services. This may, for example, include your child's case worker or other staff at the Department of Mental Health ("DMH"). Our staff may also discuss your child's PHI during supervision, treatment-related meetings, consultations or referrals. In our residential programs and in order to promote treatment or other services in the Milieu, your child's PHI may be shared with staff members who are involved in providing services to your child.

(b) For Payment. We may use/disclose your child's PHI to third-parties so that the treatment and services your child receives from our Agency are billed to, and payment is collected from, your child's health plan or another third-party insurer, as long as the policy or certificate under which a claim is made provides that access to your child's PHI is permitted, or from a state agency that is paying for your child's care under a contract with us. For example, we may disclose your child's PHI to (i) permit a health plan to take certain actions before said plan approves or pays for your child's services or to seek approval for additional visits,

(ii) determine eligibility or coverage for health insurance and review your child's services to make sure they were/are medically necessary and/or appropriately authorized in advance of your child's care, and (iii) when asked by the U.S. Department of Health and Human Services to confirm that our Agency and its business associates have protected your child's privacy.

(c) For Health Care Operations. We may use/disclose your child's PHI without identifying your child for our health care operations and to support our business activities. These uses and disclosures are necessary to run our organization and make sure that all children served by our agency are receiving quality care. These activities may include, by way of example, quality assurance and improvement, compliance reviews and audits, performance reviews, and licensing, certification and accreditation of our health care professionals. In certain circumstances, we may combine PHI (but not the identity) of many of our clients with that of other providers to (i) decide what additional services we should offer and what services are no longer needed, (ii) decide whether certain new treatments are effective, or (iii) compare how we are doing and see where we can make improvements in our services.

(d) For Appointment Reminders. We may also use/disclose your child's PHI to contact you to remind you of your child's appointments, follow-up instructions, and meetings to plan your child's care, or to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you and/or your child.

(e) In Emergencies. We may use/disclose your child's PHI to the extent required to provide your child with emergency care or to assist your child in an emergency. For example, this information may be provided to the police, an EMT, a paramedic or other first responder, Emergency Room staff, and/or to the Department of Children and Families ("DCF").

(f) To Avert a Serious and Imminent Threat to Health or Safety. With certain restrictions, if your child or someone associated with your child communicates to Agency staff an explicit, serious and imminent threat to the health or safety of an identified person or the public, we may use/disclose only that portion of your child's PHI that we believe would reasonably prevent or lessen the threat. If your child runs away from one of our programs, we may inform the police of a physical description of your child and provide information about your child's emotional state and/or specific risks.

(g) For Public Health Activities. We may use/disclose your child's PHI as necessary for public health activities including, by way of example, disclosures to public health authorities (i) for the purpose of preventing, tracking, notifying, or controlling a communicable disease and reporting vital events such as birth or death; (ii) to assist in disaster relief efforts; and (iii) to report defective products or problems with medications and notify consumers about FDA-initiated product recalls.

(h) Health Oversight Activities. For purposes of overseeing health activities, our Agency may use/disclose information about your child's PHI to a health agency authorized by law to conduct certain audits, investigations, and inspections of our facilities for licensure or

other purposes. Oversight agencies include government agencies that oversee and monitor the operations of the health care system and compliance with government programs regulating health care and civil rights laws.

(i) Lawsuits or Disputes with Our Agency. If you or someone on your child's behalf brings a legal, administrative, or other proceeding against our Agency or one of our employees or agents, we may use/disclose your child's PHI to defend against said action. This may involve, for example, a malpractice lawsuit or a complaint to a licensing board. Under these circumstances, we will only use/disclose that portion of your child's PHI that we believe can help defend our Agency and its employees or agents.

(j) For Legal or Law Enforcement Purposes. We may use/disclose your child's PHI for legal or law enforcement purposes. Some examples include (i) to testify when properly subpoenaed and respond to orders from a court or administrative agency; (ii) to notify DCF or another authorized agency of our reasonable suspicion that your child has been a victim of abuse, neglect, or domestic violence or if our Agency has received a formal complaint of said treatment of your child; (iii) with certain restrictions, to report or cooperate with various criminal matters; or, (iv) to identify a deceased person to a medical examiner or other authorized individual engaged in the procurement, banking or transplantation of cadaveric organs, eyes or tissues.

(k) Correctional Institutions. In certain circumstances, if your child is detained or taken into custody by law enforcement and/or is an inmate of a correctional institution, we may use/disclose your child's PHI to said law enforcement official or correctional institution if required to provide your child with health care, or to maintain safety, security and good order at the place where your child is confined or detained.

(l) To Governmental Agencies. Clients enrolled in our residential programs are clients of the DMH. Also, our residential programs are licensed by the Department of Early Education and Child Care. Both of these agencies, and possibly others, have the right to access your child's PHI in order to carry out their duties and obligations.

(m) Your Child's Immunization Status. We may use/disclose proof of your child's immunization status to schools where state or other laws require the school to have such information prior to admitting a student. However, we are required to obtain authorization, either written or oral, when the individual is an adult or emancipated minor, as defined in section V.(a), below, which is considered effective until revoked. It is our obligation to document all such disclosures of immunization status in the medical record.

(n) Worker's Compensation. Where applicable, we may use/disclose your child's PHI to comply with laws related to worker's compensation, or similar programs established by law, that provide benefits for work-related injuries or illnesses without regard to fault. This may include disclosures to entities such as your child's employer, the insurer, and the Division of Worker's Compensation.

(o) Business Associates. If our Agency receives satisfactory assurance that a business associate will appropriately safeguard the information, we may use/disclose your child's PHI to assist our Agency with obtaining payment for health care services or carrying out our business operations. In this event, our Agency must have a written contract with said business associate and, if applicable, their agency or business, to be sure that your child's PHI is also protected by them. Business associates are also directly responsible for a breach of your child's unsecured PHI caused by the business associate and/or any of its subcontractors.

V. Your Rights Regarding Your Child's Protected Health Information.

(a) Your Rights to Inspect and/or Obtain a Copy of Your Child's PHI.

You have the right to request an opportunity to inspect or copy your child's PHI pertaining to treatment or payment of care, which often includes clinical and billing records. You may do this by submitting a signed request in writing and following the procedure outlined in section III., above. In this event, you also have the same rights outlined in section III., above, regarding the time periods during which our Agency has to respond, our rights to redact certain portions of your child's PHI in certain circumstances, your rights if we deny a request to inspect or copy all or a portion of your child's PHI, and your right to be informed of the fees we may charge for this service. (See also our "Records Release Policy" for details).

However, by law, mental health records of minors are afforded greater protection than that of adults, and there are exceptions when our Agency cannot or may not release your child's records. The most common exceptions include (i) when you do not have legal custody of your child or are involved in a pending legal dispute involving the care or custody of your child, in which event the court must appoint a Guardian to make this decision; (ii) when a child is either considered an "emancipated" minor (for example, when your child is married or divorced or is independent and living apart from you) or is under age 18 but of such an age when only the child can consent to the release of certain forms of highly sensitive PHI, such as substance abuse, domestic violence and genetic or HIV testing/results; or (iii) unless a court or administrative body has ruled otherwise, when our staff reasonably believes that it could endanger your child or your child has been or may be subjected to domestic violence, abuse, or neglect by the person requesting the records. "Psychotherapy notes" contain a provider's thoughts and impressions of your child and/or confidential communications with your child that enjoy a heightened protection under the law, and our Agency has discretion whether to release them; provided that said notes are kept separate from the medical record and do not contain clinical information or details.

(b) Right to an Accounting of Disclosures. You have the right to request that we provide you with an accounting of disclosures we have made of your child's unsecured PHI to individuals or entities outside our Agency. An accounting is a list of disclosures that identifies each person or agency with whom we shared the information and our reason for doing so. This list will not include disclosures for purposes of treatment, payment, and health care operations,

disclosures between members of our Agency, or those made, authorized or approved by you, or required by law.

To request an accounting of disclosures, you must submit your request in writing to the Privacy Officer at Cutchins Programs for Children & Families, Inc., 78 Pomeroy Terrace, Northampton, MA 01060. For your convenience, you may submit your request on a form called a "Request for Accounting," which form you may obtain from our Privacy Officer. The request should state the time period for which you wish to receive an accounting, but, pursuant to privacy laws and regulations, shall not include a time period more than six (6) years before the request.

Our Agency must respond to your request for an accounting no later than sixty (60) days from the receipt of the request. If additional time is needed to respond, we will notify you, in writing, within the sixty (60) day time period to explain the reason(s) for the delay, which shall not exceed more than thirty (30) days, and when a response can be expected. The first accounting you request within a twelve (12) month period will be free. For additional requests during the same 12-month period, we may charge you a reasonable, cost-based fee provided that we notify you in advance of the amount we will charge, in which case you may then choose to withdraw or modify your request before we incur any costs.

(c) Right to Amend. For as long as our Agency is required to keep records about your child, you have the right to request that information used to make decisions about your child's treatment or payment of your child's health care be amended or corrected if you believe they are incorrect or inaccurate. Our Agency must document all amendments to your child's records.

To request an amendment, you must submit a written request to our Privacy Officer at Cutchins Programs for Children & Families, Inc., 78 Pomeroy Terrace, Northampton, MA 01060 telling us why you believe the information is incorrect or inaccurate. Our Agency must respond to your request for an amendment no later than sixty (60) days from the receipt of the request. If additional time is needed to respond, our Agency will notify you, in writing, within the sixty (60) day time period to explain the reason(s) for the delay, which shall not exceed more than thirty (30) days, and when a response can be expected. There are circumstances where we may deny your request for an amendment if, for example, it is not in writing or does not include a reason to support the request. If we deny your request to amend, either in whole or in part, we must notify you in writing no later than sixty (60) days after the receipt of your request stating the basis for the denial, offering you the opportunity to provide a written statement of disagreement, and explaining how to submit said statement. In this event, our Agency has the right to prepare a written rebuttal and will provide you with a copy. If you do not wish to submit a written statement of disagreement, you may ask that the requested amendment and our denial be attached to all future disclosures of the information that is the subject of your request.

(d) Right to Request Restrictions. You have the right to request a restriction or limitation on the use or disclosure of your child's PHI for treatment, payment or health care operations. This may include additions or corrections to your child's PHI. Our Agency is not required to agree to your request for a restriction of your child's PHI unless it involves a health plan when the disclosure is for payment or health care operations and is not otherwise required by law, and your child's PHI pertains solely to a health care item or service for which you or someone on your behalf paid the Agency in full. However, even if we do agree to a restriction, we may use/disclose your child's PHI in the event that it is needed to provide your child with emergency treatment (during the duration of the emergency only) or as otherwise required by law. Our Agency is required to document all restrictions of your child's PHI and, under certain circumstances, may terminate a restriction.

You must request a restriction or limitation of your child's PHI in writing and address it to the Privacy Officer at Cutchins Programs for Children & Families, Inc., 78 Pomeroy Terrace, Northampton, MA 01060. The Privacy Officer will ask you to fill out a "Request for Restriction Form," which you should complete and return to the Privacy Officer. If we deny your request for a restriction, we must notify you in writing within sixty (60) days of the receipt of your request.

(e) Right to Request Confidential Communications. You have the right to request, in writing, that our Agency communicate with you about your child's healthcare only at a certain location or through a certain method. For example, you have the right to request that we contact you only at work or by email. Otherwise, we may contact you at any location by any method, including mail, email and telephone, and may leave a message on your voicemail or answering machine. In requesting communications via technology of any kind, you understand and accept the risks of digital communication. (See our "Informed Consent for Telehealth" form for details). Our Agency will accommodate all reasonable requests. You do not need to give us a reason for the request, but your request must specify how or where you wish to be contacted.

(f) Right to a Paper Copy of this Notice. Even if you have agreed to receive this Notice electronically, you may still obtain a paper copy of the Notice, or any revisions to the Notice, at any time.

VI. Family and Friends Involved in Your Child's Care or Payment for Care. Provided that you sign a Release or Authorization and as permitted by law, our Agency may use/disclose your child's PHI or information about your child's location or general condition to a family member or other relative, close personal friend, or other caregiver directly involved in your child's care or payment for care. The identity of each individual authorized by you to receive your child's PHI shall be contained on the Release or Authorization. If you do not want this information disclosed, your request will be honored. However, in circumstances where Agency staff, in their professional judgment and as permitted by law, decide that an emergency exists and it is not possible to secure a signed Release or Authorization from you, your child's PHI can be disclosed during the time period of the emergency only.

VII. Marketing/Research/Fundraising. Our Agency does not and will not use, disclose or sell your child's PHI for marketing, research or fundraising purposes.

VIII. Redaction. Before our Agency releases your child's PHI to you or to a third-party, we retain the right to redact portions of the record. This typically occurs, for example, when your child's record contains health or sensitive information concerning someone other than your child but may occur in other circumstances as well. Our Agency is required to keep a record of all redactions to your child's PHI.

IX. Minimum Necessary Standard. With some exceptions, it is our Agency's duty to make reasonable efforts to limit the use/disclosure of your child's PHI to the minimum amount reasonably necessary to achieve the objective for which the information is being used/disclosed. This means that our Agency will not disclose your child's PHI if it is not relevant to the reason the information is sought.

X. Electronic Records – Security Rule. Our Agency is required to use administrative, physical, and technical safeguards to protect electronically-stored PHI, if any, pertaining to your child. This is to ensure the confidentiality, integrity, and security of this information.

XI. Breach Notification Rule. Our Agency takes great care to safeguard your child's PHI from disclosure to unauthorized parties. However, particularly given the advanced technology now available, a breach of unsecured PHI can occur despite our best efforts. Whether electronic or otherwise, any unauthorized sharing of your child's unsecured PHI by our Agency or one of its business associates is initially presumed to be a breach. In the event of a suspected or actual breach, we are required to investigate the breach and notify you of its occurrence in writing (except, if deemed urgent by our Agency due to a possible imminent misuse of your child's PHI, notice shall be permitted by telephone or other available means) without unreasonable delay but in no case more than sixty (60) days after the discovery of the breach. The notification must be in plain language and include details of what happened, what the Agency is doing to investigate the incident and protect your child from potential harm, and what steps you can take to keep your child safe. In the event of a suspected or actual breach, the Agency will require retraining for all staff involved and take all necessary steps to repair technological issues that may have caused or contributed to the breach, if any. Depending on the extent of the breach, our Agency must promptly report it on the OCR breach reporting portal after an initial investigation or, in some circumstances, to the Secretary of the U.S. Department of Health and Human Services Office of Civil Rights. Only in the event of a large-scale breach involving more than 500 individuals is the Agency required to report the breach to the media.

XII. Complaints. If you believe your child's privacy or privacy rights have been violated, you may file a complaint with our Privacy Officer, Cutchins Programs for Children & Families, Inc., 78 Pomeroy Terrace, Northampton, MA 01060. All complaints must be submitted in writing. You may also file a complaint, in writing, with the Secretary of the U.S. Department of Health and

Human Services Office of Civil Rights. We are required to cooperate in any investigation or compliance reviews sought by the Secretary of Health and Human Services and to allow that office to access our records. We cannot and will not retaliate against you or your child for filing a complaint or exercising your rights as described in this Notice. You can obtain a Complaint form from the Program Director at the site where your child receives services and ask for assistance completing it. The Complaint will be reviewed and responded to within a timely fashion. Our Agency must document all Complaints and their disposition, if any.

XIII. Changes to and Posting of this Notice. Our Agency is required to post all Notices, which must be dated, in a clear and prominent location where it is reasonable to expect that it may be read. We will also post a copy of the current Notice, as well as any revised Notices, on our Agency's website, at our main office, and at each site where we provide care.

We are required to review and update, as necessary, this Notice every three (3) years and to post a revised Notice whenever there is a change to privacy laws and/or regulations. Our Agency reserves the right to change our privacy practices and the terms of this Notice at any time. We are also required to make all new Notice provisions effective for all PHI that we have at the time the revised Notice is issued and that which is received in the future. If you have any questions about this Privacy Notice, please call us and ask to speak with our Privacy Officer.

Cutchins Programs for Children & Families, Inc.

**ACKNOWLEDGEMENT OF RECEIPT OF
NOTICE OF PRIVACY PRACTICES**

It is the policy of Cutchins Programs for Children & Families, Inc. ("the Agency") to provide all clients and/or their parents, guardians, personal representatives or others involved with their child's care with a copy of our current Notice of Privacy Practices at your child's first appointment or delivery of services (included when those services are delivered by electronic means) or, in the event of an emergency, as soon as it is reasonably practicable after the emergency ends.

Client's Name: _____

I have received the Agency's Notice of Privacy Practices:

Date: _____

Parent/Guardian Signature: _____

(if a child is an emancipated minor, they should sign for themselves)

Printed Name: _____

Relationship to Client: _____

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Staff Use Only:

If the client or a parent, guardian, personal representative or other individual involved with their child's care does not sign this Acknowledgement of Receipt Form, the designated staff person should discuss the reasons for not signing and should document below on this form both the staff person's efforts to get the signed Receipt and the individual's reason(s) for not signing. This note should be signed, dated and given immediately to the Program Director.

Document reasons provided by client or a parent, guardian, personal representative or other individual involved with their child's care for not signing and efforts to obtain a signature:

Signed by:

Print name:

Title:

Date:

