



SYNTERO, INC. CLIENT ORIENTATION TO RULES, EXPECTATIONS, AND RISKS/BENEFITS OF TREATMENT

DESCRIPTION OF SYNTERO, INC.

Welcome to Syntero, we are pleased you have decided to receive your care here. Syntero is a nonprofit organization providing mental health, drug and alcohol, and other healthcare services.

Description of Services/Activities Offered and Expectations: Syntero provides an array of professional treatment services that include, but are not limited to diagnostic assessments, case management services, individual/group/family counseling, and psychiatric services, provided by state licensed providers. Client services are provided by a qualified professional. As a client enters into a confidential client/provider relationship, there are several treatment expectations that Syntero maintains. We do not discriminate in the provision of service on the basis of religion, race, color, creed, sex, gender identity, national origin, age, lifestyle, physical and/or mental handicap, or developmental disability. All staff members are appropriately licensed and follow proper code of ethics. If your service provider is a graduate student, you will be notified. The primary responsibility of the provider is to respect the dignity and integrity of the client. Client growth and development are encouraged in ways that foster the client's wellbeing and promote independence and recovery.

Confidentiality: All communications are confidential and can only be revealed with your consent or as mandated by state and/or federal law. Syntero will not disclose information unless a client (or his/her parent/legal guardian or his/her authorized representative) has properly permitted, consented to, or authorized the release, or the release is otherwise permitted by law. In accordance with state law, confidentiality will not be maintained in the case of suspected child/elder abuse or neglect. It will also not be maintained if it is deemed that the client poses a danger to him/herself or others. All licensed staff members have a responsibility to report to the appropriate professional licensing board if they have knowledge or reason to suspect that a behavioral health professional is incompetent, impaired, or unethical.

Hours of Operation/Access to Service After Program Hours: Syntero's locations have variable hours. All locations are open a minimum of Monday-Friday 9:00am- 5:00pm. Evening and weekend hours are available depending on location. Please check our website (www.syntero.org) for the most current operating hours at each location. If you are experiencing a non- life-threatening mental health and/or substance abuse emergency during non-business hours, call:

| Crisis Services | County | Population Served | Phone Number |
|--|-------------------|--------------------------|---|
| Nationwide Children's Hospital | Franklin | Child/Adolescent | 614-722-1800 |
| National Mental Health and Suicide Helpline | All | Child/Adolescent | 988 |
| Helpline | Delaware & Morrow | Child/Adolescent & Adult | 211 (from in-county) 1-800-684-2324 898211 (text) |
| *For a life-threatening emergency: Call 911 or go to your nearest emergency department | | | |

Appointments/Cancellations: The time established for your sessions is dedicated to serve you. At times, these sessions may be rescheduled due to unforeseen events. As a behavioral health provider, we ask that you provide business days' notice when you need to reschedule an appointment. Three

or more missed appointments without a business days' notice suggest a lack of investment in treatment and may result in termination of all services. To re-engage or reschedule treatment, each client may need to speak with their provider to determine the appropriate course of services and to schedule subsequent sessions. Syntero charges a \$25 fee for no-shows or late cancels. Syntero also has the right to terminate services due to excessive missed appointments. You will be reminded of this before termination of services occurs. There are times when critical situations demand our immediate attention because of the nature of our work. If we cancel an appointment, you will be called immediately and given a chance to reschedule.

Professional Records: The laws and standards require that your provider keep protected health information about you in your clinical record. If records are requested for another provider, legal proceeding, etc. in most circumstances it is allowable to charge you or your personal representative a fee. The following items will be provided at no charge: Diagnostic assessment-initial & comprehensive; any updated treatment diagnoses; treatment plans; psychiatric assessment and medication records; and any transfer/discharge summaries. A records fee of twenty-five cents per page will be assessed for other treatment record items such as progress notes or record items received from other providers. Clients unable to meet this payment may request an exemption from the Client Rights Advocate. We can typically respond to requests for records within 30 days of the request, fees must be paid in advance.

Tour of Syntero via Map: Syntero's map provides the following:

- Bathroom location
- Exits from the building
- Familiarization with the premises, including exits and/or shelters, fire suppression equipment and first aid kit.
- All restrictions placed on consumers while at Syntero

PROGRAM RULES

We welcome your involvement at Syntero and anticipate a positive working relationship with you. However, in order to meet regulatory requirements, we must list the following information.

Restrictions the Program Places on Clients: Syntero does not use mechanical restraint, seclusion, chemical restraint, or major aversive behavioral interventions. Syntero staff utilizes de-escalation training procedures in order to intervene with a client experiencing behavioral difficulties. At no time will the staff utilize cruel and unusual punishment, including physical and verbal abuse to manage a client.

Smoking: Syntero's policies prohibit smoking, including electronic cigarettes, inside agency buildings. The agency recognizes that a tobacco/vapor electronic free environment helps create a safe workplace and protects the health and lives of employees, client, and visitors. Further, use or possession of alcohol, illicit drugs, and inappropriate use of licit drugs, including medical marijuana, is prohibited on Syntero's property. Clients are expected to attend and participate in sessions sober of the effects of alcohol and illicit or licit drugs.

Clients receiving services in a home or community setting are asked to refrain from smoking during their appointment. Syntero reserves the right to end or cancel an appointment if there is suspected substance use occurring by any individual in the home/community setting while services are taking place.

Weapons: In order to provide a safe environment for treatment, weapons of any kind are not prohibited on agency property. This means that only law enforcement officers in the performance of their duties are permitted to possess or carry firearms or weapons. Please be aware that weapons brought onto Syntero property in violation of this policy will be turned over to the police department. Clients receiving services in a home or community setting are asked to lock any weapons in a different room of the location where services are taking place. Syntero reserves the right to end or cancel an appointment if there is an unsecured weapon present in the home/community setting while services are taking place. Physical aggression and verbally threatening behavior are not permitted. Any individual who violates one of the above stated policies is subject to legal prosecution to the fullest extent of the law. Services may also be suspended or terminated. Clients may be reassessed by a qualified provider to determine as to whether services will be reinstated. Noncompliance in treatment, either by behavior that disrupts others' treatment or failure to return to treatment, may result in termination.

Relationship: Your relationship with your provider is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that your provider not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. Our providers care about helping you, but are not in a position to be your friend or to have a social or personal relationship with you. Therefore, please do not attempt to "friend" your provider on Facebook or other social network sites.

Electronic Communication: Electronic messages (i.e. email or texts) are vulnerable to breaches of privacy, despite standard safeguards, which are outside our control. Therefore, we are unable to exchange clinical information with you by electronic communication. We can communicate regarding scheduling or billing issues if the message is initiated by you, including your agreement to receive appointment reminders. By signing you received this document, you agree to these conditions and understand and agree there is a possibility that if you initiate an email or text message to your provider, your identification, information you communicate, and/or other protected health information could inadvertently be disclosed to an outside party.

Prohibition of Audio, Video, or Photographic Recording: While in treatment at Syntero there is to be no audio, video, or photographic content recorded whether in individual sessions or in the waiting areas. By signing you received this document, you agree to not use any type of documenting or recording device while in treatment and understand that doing so may lead to termination of services. If, due to unusual circumstances, you would like to record or videotape your session, and if your provider deems an exception is reasonable and necessary, the exception will be granted to you in writing.

DESCRIPTION OF THE EXPECTED COURSE OF TREATMENT BY THE PROGRAM

We appreciate that you chose to seek services at Syntero and we are committed to providing you with the high-quality services you deserve.

Treatment Risks/Benefits: There are some risks to treatment. These include experiencing negative feelings and emotions that result from discussing the difficult situations and life experiences that led to seeking treatment. The potential benefits of treatment include improved functioning in your life and betterment of the symptoms that led you to seek treatment.

Assessment Purpose/Process and Individual Treatment Plans: Assessment will be ongoing in an effort to determine the necessary services to meet your needs. Your active participation in the development of goals and objectives will be helpful in addressing your presenting problems. You will receive an explanation of what to expect while in treatment. You will be told at the end of your assessment what the recommended length of stay is and the treatment recommendations. Please be aware that assessment typically takes more than one session. All clients will be involved in the development of their treatment plan. You may request a copy of your treatment plan if you so desire. During the course of treatment, staff will work diligently with you to meet your goals/objectives and assist with a seamless transition to indicated services, additional resources, and/or successful termination. With your consent and when appropriate, family members or other support persons will be actively involved in the assessment, development of individual treatment, plan goals/objectives, ongoing evaluations of the services received and the quality of care.

You may be asked at several times during treatment to complete an outcomes survey or other forms and periodically thereafter. This can be used by you and your provider to identify problem areas and later to determine progress.

Aftercare/Quality Improvement: At the completion of your treatment, you will be offered a Service Termination Summary/Continued Care Plan. This plan will provide you with a summary of discharge recommendations. Furthermore, as a means to continue to improve the quality of services, you may be asked to participate in a satisfaction survey to evaluate the services you received and your perception of your treatment progress. We greatly appreciate your input and participation in this final aspect of your treatment.

Financial policies: Syntero is a nonprofit agency serving the behavioral health needs of the community for over 30 years. Syntero is committed to providing you services of the highest quality. To ensure that you have a positive experience, it is important for us to explain at the outset of service your financial responsibilities. Outlined below are the Financial Policies of Syntero. We ask that you read these and ask any questions that you may have. Please keep this document for your records.

We appreciate your cooperation and the opportunity to be of service to you.

1. Syntero realizes that your time is valuable and we will do our best to stay on schedule and not keep you waiting. We also expect the same courtesy in return. In the event that an appointment must be canceled, please give us at least one business day advance notice in order to schedule someone else. If an emergency arises and this is not possible, please notify your clinician of the situation. Syntero may charge a cancellation fee for any appointments not canceled one business day in advance. Three or more missed appointments without one business day notice may result in termination of services.
2. Syntero staff will facilitate the processing of insurance claims and assist you in any way we can. **However, you are the responsible party, not your insurance carrier.** In the event that insurance does not reimburse as expected, the client is responsible for any remaining balance.
3. Billing department. We accept cash, personal checks, money orders and American Express, Discover, MasterCard or Visa. A \$30.00 fee will be charged for checks returned for insufficient funds. A monthly finance charge of 1.57% (annual rate of 18%) may be charged on any unpaid balances. *You may also be responsible for any legal and/or collection fees that may be incurred in the event that your balance is turned to a collection agency, in which case they can reach out to you by phone, voicemail, text, email, portal access or physical mail.* If extenuating circumstances exist which prevent you from making payment, please notify your clinician immediately.

Account balances with a credit of less than \$25 will not be refunded unless requested.



SYNTERO, INC. CLIENT & FAMILY RIGHTS

It is the policy of Syntero to comply with all regulatory statutes regarding Client Rights. Ohio law and CARF standards provide specific safeguards for protecting the rights of clients served through Syntero's programs. The list of client rights is outlined in this policy and procedure, orientation materials for clients and staff and posted at agency locations and our website. Questions regarding client rights may be discussed with the client's provider or the Client Rights Officer.

As a client of Syntero you have the right to:

1. The right to be treated with consideration and respect for personal dignity, autonomy, and privacy.
2. The right to reasonable protection from physical, sexual, or emotional abuse, inhumane treatment, humiliation, neglect, retaliation, and financial or other exploitation.
3. The right to receive services in the least restrictive, feasible environment.
4. The right to express choice or refusal to participate in any appropriate and available service that is consistent with an individual service plan (ISP), regardless of the refusal of any other service, unless that service is a necessity for clear treatment reasons and requires the person's participation.
5. The right to give informed consent to or to refuse any service, treatment, or therapy, including medication absent an emergency; this includes informed consent or refusal regarding concurrent services.
6. The right to participate in the development, review, and revision of one's own individualized treatment plan including composition of the services delivery team, within the provider availability, and the right to receive a copy of the plan.
7. The right to freedom from unnecessary or excessive medication, and to be free from restraint or seclusion unless there is immediate risk of physical harm to self or others.
8. The right to be informed and the right to refuse any unusual or hazardous treatment procedures
9. The right to be advised and the right to refuse observation by others and by techniques such as one-way vision mirrors, tape recorders, video recorders, television, movies, photographs or other audio and visual technology. This right does not prohibit an agency from using closed-circuit monitoring to observe seclusion rooms or common areas, which does not include bathrooms or sleeping areas.
10. The right to confidentiality of communications and personal identifying information within the limitations and requirements for disclosure of client information under state and federal laws and regulations.
11. The right to have access to one's own client record, unless access to certain information is restricted for clear treatment reasons. If access is restricted, the treatment plan shall include the reason for the restriction, a goal to remove the restriction, and the treatment being offered to remove the restriction.
12. The right to be informed in a reasonable amount of time in advance of the reason for terminating participation in a service, and to be provided a referral, unless the service is unavailable or not necessary.
13. The right to be informed of the reason for denial of a service.
14. The right not to be discriminated against for receiving services on the basis of race, ethnicity, age, color, religion, gender, gender identity, national origin, sexual orientation, physical or mental handicap, developmental disability, genetic information, human immunodeficiency virus status, or in any manner prohibited by local, state, or federal laws.
15. The right to know the cost of services.
16. The right to be verbally informed or in a way that is understandable to the person served of all client rights, and to receive a written copy upon request. Client rights are provided to persons served prior to the beginning or at initiation of service delivery and annually for persons served longer than one year upon request. A written copy of client rights shall be available at all times for review and/or clarification.
17. The right to exercise one's own rights without reprisal or retaliation, except that no right extends so far as to supersede health and safety considerations.
18. The right to file a grievance that prompts an investigation and resolution of alleged infringement of rights.
19. The right to have oral and written instructions concerning the procedure for filing a grievance, and to assistance in filing a grievance, if requested.
20. The right to be informed of one's own condition.
21. The right to access to information pertinent to the person served in sufficient time to facilitate his or her decision making.
22. The right to consult with an independent treatment specialist or legal counsel at one's own expense.
23. The right to access or referral to legal entities for appropriate representation, self-help support services, and advocacy support services
24. If the client consents to participate in research, the client has the right to expect the organization to adhere to research guidelines and ethics.

To ensure understanding of client rights, the clinical staff will verbally review client rights during the intake process and at the time of treatment plan updates. In the event of a crisis or emergency situation clients will be verbally advised of at least pertinent rights that include the right to consent to or to refuse treatment and the consequences of that agreement or refusal. Clients will be advised that a written copy and full verbal explanation of their rights will be given at the next meeting or once stabilization is established.

The clinical, support, and volunteer staff will all receive training in Client Grievance Procedures and Client Rights as part of orientation to agency operations. Ongoing updating of the procedures with staff will occur as needed through staff development. Syntero will provide each client with the following information upon intake which identifies the Client Rights Officer as:

Kathy Ritchey, Ph.D., CPHQ Chief Corporate Compliance Officer
299 Cramer Creek Ct., Dublin, Ohio 43017 614-889-5722 x292
Hours: Full time



It is the policy of Syntero for each client to receive and be fully informed of their rights and the process to follow to file a complaint or grievance. Syntero is committed to enabling all clients to express and resolve complaints and/or grievances effectively and appropriately. **Informing Clients and Staff regarding the Client Grievance Procedure:**

1. At intake, clients receive copies of the Client Rights and Grievance procedures as part of the intake packet. The staff member completing the intake verbally reviews the client rights and grievance procedure to ensure client understanding. Clients acknowledge receipt of the Client Rights and Grievance Procedure by signing a statement that is loaded into the client file.
2. The Client/Family Rights is posted at each agency site in a conspicuous location (the waiting room of the agency).
3. Clients who receive services in outreach locations where grievance procedures are not posted are informed of the grievance procedure during their initial/intake session and may receive a copy of these procedures upon request.
4. The clinical, support, and volunteer staff receive training in Client Grievance Procedures and Client Rights as part of orientation. Ongoing updating of the procedures with staff occurs periodically through staff development. All staff are required to follow the client rights and grievance procedures. All workforce members receive a copy of client rights and grievance procedures during orientation and there is documentation in each person's personnel file that he/she has received these documents and agrees to abide by them.
5. There is a designated Client Rights Officer (CRO) with authority to carry out required tasks. The CRO's name, availability and phone number is made available to clients.
6. In the event of a conflict of interest arising in a grievance process, the CCO or CEO will assume responsibilities of the CRO.

Procedure for filing a complaint or grievance:

Who to Contact Regarding a Complaint or Grievance: Syntero has a CRO who is available to discuss concerns about a person's experience in treatment with Syntero. Many of the concerns are able to be addressed at the informal level. If they are not satisfied at the informal level, or prefer to start at the formal level, they are welcome to file a written complaint (non-client right related) or written grievance (client rights related).

The CRO is the point person to receive a complaint or grievance and consider if there are ways to address the concern in a manner that is within ethical, legal, and best practice standards. If the concern is related to Syntero policies and procedures not being followed then the staff's supervisor will address it with the staff member. Throughout the process of working through a complaint or grievance, there is a focus on ways to improve quality care for clients. A resolution to the concern expressed may be implementing a change to policies or procedures based on the person's input. The CRO follows the guidelines described in this procedure regarding time frames and documentation of the complaint/grievance and its resolution. The CRO's name and contact information is below:

Kathy Ritchey, Ph.D., CPHQ
Chief Corporate Compliance Officer
299 Cramer Creek Ct. Dublin, Ohio 43017
614-889-5722 x292
Hours: Full time

Who may file a grievance: Complaints/Grievances may be filed by a client or another party on behalf of the client. The person filing the complaint/grievance may begin by expressing concerns verbally. Given that formal grievances must be in writing, the person requesting to file a formal complaint/grievance will be informed of the need for a written description of the situation and all components that need to be included. If the person needs assistance in preparing the written statement, the agency's CRO is available to assist.

What the grievance must include: The written statement must contain the date and approximate time, if applicable, that the alleged client rights violation took place. There must be a description of the incident that involved a client rights violation. The names of all persons involved must be included. The grievance must be signed and dated by the person who wrote the grievance. If the CRO was asked to prepare the written material on behalf of the client, then the CRO will provide written attestation that the grievance is a true and accurate representation of the client's grievance.

Written acknowledgment of receipt of a grievance: The CRO will prepare a written acknowledgment of a grievance within three business days of receiving the grievance. The following details will be included in the acknowledgment: date the grievance was received; a summary of the grievance; an overview of the investigation process that will take place; a timetable indicating that the grievance will be resolved within twenty business days or if extenuating circumstances require more time, that the client will be informed in writing; a statement that the client will be informed of the resolution; and the CRO's name, address and telephone number.

Timeframe: Syntero's policy is to remedy or resolve any grievance within twenty business days and to inform the client of the resolution in writing. If there are extenuating circumstances which make the twenty-day limit infeasible, Syntero will inform the client in writing and will document the extenuating circumstances in the grievance file.

Next Step: If the person initiating the grievance is not satisfied with the resolution decision, they are required to be informed of the next step in the process. Upon request, the provider shall conduct a hearing on the grievance. If the grievor makes this request, the CRO or other Syntero representative will provide representation for the grievor during the hearing. The hearing shall be staffed by one or more Syntero professionals designated by the CRO or, in the case of a conflict of interest, by the CEO or the Chief Clinical Officer.

Option to file grievance with outside organizations: Syntero clients have the option to file grievances with outside organizations that include, but are not limited to, the following:

1. Franklin County Alcohol, Drug Addiction and Mental Health Services Board, 447 E. Broad Street, Columbus, Ohio 43215, 614-224-1057
2. Delaware-Morrow County Mental Health and Recovery Services Board, 40 N. Sandusky St. Delaware OH, 43015 (740) 368-1740
3. Ohio Department of Mental Health and Addiction Services, 30 E. Broad Street, Columbus, Ohio 43215; 614-466-2596
4. Disability Rights Ohio, 50 W. Broad Street, Columbus, Ohio 43215, 614-4667264
5. U.S. Department of Health and Human Services, Civil Rights Regional Office, 233 N. Michigan Avenue, Suite 240, Chicago, Illinois 60601; (800)368-1019



SYNTERO NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please read it carefully.

Protecting the privacy of information about your health is an important responsibility at Syntero. We are committed to protecting the confidential nature of information regarding your health status.

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 the minimum necessary PHI to accomplish the 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.** If we do so, we will post a new notice in our lobby. You may request a copy of the new notice from your service provider or front office.

How We May Use and Disclose Your Protected Health Information

We use and disclose PHI for a variety of reasons. For most uses/disclosures, we must obtain your consent. For others, we must have your written authorization. However, the law provides that we are permitted to make some uses/disclosures without your consent or authorization. The following offers more description and examples of our potential uses/disclosures of your PHI.

Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations. Generally, we must have your consent to use/disclose your PHI:

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 our staff involved in your care here.

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 release portions of your PHI to Medicaid, OhioMHAS, the local ADAMH Board and/or a private insurer to get paid for services that we delivered to you.

For health care operations: We may use/disclose your PHI in the course of operating our outpatient facility. For example, we may use your PHI in evaluating the quality of services provided, or disclose your PHI to our accountant or attorney for audit purposes. Release of your PHI to the GOSH or SHARES system/ ADAMH Board and/or Medicaid might also be necessary to determine your eligibility for publicly funded services.

Appointment reminders: Unless you provide us with alternative instructions, we may send appointment reminders and other similar materials to your home, or we may call or text to remind you of appointments.

Exceptions: Although your acknowledgement is usually required for the use/disclosure of your PHI for the activities described above, the law allows us to use/disclose your PHI without your acknowledgement in certain situations. For example, we may disclose your PHI if needed for emergency treatment if it is not reasonably possible to obtain your consent prior to the disclosure and we think that you would give consent if able.

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. Acknowledgements and 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.

Uses and Disclosures Not Requiring Consent or Authorization: The law provides that we may use/disclose your PHI without acknowledgement 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, including child and/or elder abuse/neglect, in response to a court order, or in other areas required by law. We must also disclose PHI to authorities that monitor compliance with these privacy requirements.

For public health activities: We may disclose PHI when we are required to collect information about disease or injury, or to report vital statistics to the public health authority. Behavioral health organizations such as Syntero typically have very few such requirements.

For health oversight activities: We may disclose PHI to the ADAMH Board of your home county, if your services are publicly funded, or another agency responsible for monitoring the health

care system for such purposes as reporting or investigation of unusual incidents.

Relating to decedents: We may disclose PHI relating to an individual's death to coroners, funeral home directors, or medical examiners.

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 or other persons who can reasonably prevent or lessen the threat of harm.

For specific government functions: We may disclose PHI to correctional facilities in certain situations, to government programs relating to eligibility and enrollment, and for national security reasons, such as protection of the President.

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

In the following situations, we may disclose your PHI if we inform you about the disclosure in advance and you do not object. However, if there is an emergency situation and you cannot be given your opportunity to object, disclosure may be made if it is consistent with any prior expressed wishes and disclosure is determined to be in your best interests. You must be informed and given an opportunity to object to further disclosure as soon as you are able to do so.

To families, friends or others involved in your care: We may share with these people information directly related to your family's, friend's or other person's 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:

You have the right 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. **You have the right to choose how we contact you:** You have the right to ask that we send you information at 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.

You have the right to request an electronic or paper copy of your PHI: Unless your access is restricted for clear and documented treatment reasons, you have a right to see your PHI if you put your request in writing. 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 electronic or paper copies of your PHI, a charge for copying may be imposed, but may be waived, 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 the right 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 the PHI.

You have the right 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 which you acknowledged (i.e. for treatment, payment, operations, to you, your family). The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or 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 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.

You have the right 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. Confidentiality of Alcohol and Drug Abuse Records (42 CFR part 2 summary) The confidentiality of alcohol and drug abuse records maintained by Syntero is protected by Federal law and regulations. Generally, we may not say to a person outside the agency that a client is involved in services, or disclose any information identifying a client as an alcohol or drug abuser unless:

- (1) The patient consents in writing
- (2) The disclosure is allowed by a court order
- (3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities. Who to Contact about our Privacy Practices:

If you think we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI, we encourage you to contact the Client Rights Advocate, information listed below. You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at: The U.S. Department of Health and Human Services 280 North High Street Columbus, Ohio 43215

The U.S. Department of Health and Human Services Civil Rights
Regional Office
233 N. Michigan Ave. Ste. 240
Chicago, Illinois 60601

We will take **no** retaliatory action against you if you make such complaints.

Notification to clients of any breach of protected health information:

It is Syntero's policy and the law that we safeguard your protected health information (PHI). If we ever learn of a breach of your PHI, we are required to contact you promptly using First Class, U.S. Mail at your last known address.

Notice about fund-raising communication:

It is Syntero's policy not to send fund-raising communication to our clients or consumers.

Contact Person for Information or to Submit a Complaint:

If you have questions about this notice or any complaints about our privacy practices, please contact: Kathy Ritchey Ph.D., Chief Corporate Compliance Officer at 614-889-5722 x292.

Effective Date: This updated notice was effective on 08/12/22.



INFORMATION REGARDING EXPOSURE AND TRANSMISSION OF INFECTUOUS DISEASES

People who abuse alcohol and other drugs are more at risk for the following diseases due to:

1. Impaired judgement resulting in high-risk behavior of unprotected sex, share needles, and more than one sexual partner in a lifetime; and
2. Weakened immune systems due to chronic diseases

Testing is important. Visit or call:

The Columbus Health Department
240 Parsons Ave.
Columbus, OH, 43215
(614) 645-7417

The City of Columbus Sexual Health Program
(614) 645-2273

The Centers for Disease Control and Prevention
Cdc.gov/std/default.html

| Disease | Human Immuno-Deficiency Virus (HIV) | Hepatitis B | Hepatitis C | Tuberculosis |
|------------------------------|---|---|--|--|
| Route of Transmission | <ol style="list-style-type: none"> 1. Unprotected anal, oral, and/or vaginal sex 2. Sharing needles for injection drug use or tattooing/body piercing 3. Mother to child | <ol style="list-style-type: none"> 1. Unprotected anal, oral, and/or vaginal sex 2. Sharing needles for intravenous drug use or tattooing/body piercing 3. Sharing personal items like razors, toothbrushes, and nail clippers 4. Mother to child | <ol style="list-style-type: none"> 1. Sharing needles/ syringes for injection drug use, tattooing, and body piercing 2. Sharing personal items like toothbrushes, nail clippers, or razors 3. Unprotected sex (<20% of infections) | When infected person puts germs into the air by: <ol style="list-style-type: none"> 1. Coughing 2. Sneezing 3. Laughing 4. Singing |
| Symptoms | <ol style="list-style-type: none"> 1. Many people have none for years 2. Flu-like symptoms that go away 3. Diarrhea 4. Weight loss/tiredness | <ol style="list-style-type: none"> 1. Many people have none 2. Flu-like symptoms that go away 3. Tiredness 4. Jaundice (yellow skin) | <ol style="list-style-type: none"> 1. None for years 2. Tired, fever, headache, jaundice | Weakness, fever, night sweats, weight loss, cough, chest pain, coughing up blood |
| Diagnosis type | Blood test | Blood test | Blood test | Skin test; Sputum test; x-ray |
| Vaccine Available | No | Yes- Prevention Only | None | None |
| Curable | No (Medications available for chronic management) | No (Can resolve on its own) | No | Yes |

ADAMH – the Alcohol, Drug and Mental Health Board of Franklin County – is the publicly-funded mental health and substance abuse system of care for Franklin County residents. The board plans, funds, and evaluates mental health, alcohol, and drug abuse prevention and treatment services, which include case management; community outreach, education, training; consumer information and referrals; crisis care; housing; outpatient and residential treatment; prevention; and vocational and employment services. To do this, ADAMH partners or partnered with these community organizations:

- Africentric Personal Development Shop
- Alvis/Amethyst
- Buckeye Ranch
- CHOICES
- Columbus Area Integrated Health
- Columbus Public Health
- Columbus Urban League
- Community for New Direction
- Community Housing Network
- Community Support Network (Twin Valley Behavioral Healthcare)
- CompDrug
- Concord Counseling Services
- Directions for Youth and Families
- Friendship Circle (Schottenstein Chabad House)
- Eastway
- House of Hope for Alcoholics
- Huckleberry House
- Maryhaven
- Mental Health America Ohio
- NAMI Franklin County
- Neighborhood House
- National Church Residences
- Nationwide Children's Hospital Behavioral Health Services
- Netcare Corporation
- North Central Mental Health Services
- North Community Counseling Centers
- OhioGuidestone
- PEER Center
- PrimaryOne Health
- Southeast Healthcare
- St. Vincent Family Center
- Syntero
- TBI Network at Ohio State University
- Urban Minority Alcoholism and Drug Outreach Program of Franklin County
- Village Network

COLUMBUS AREA INTEGRATED HEALTH RECORDS

In May 2019, client records previously maintained by Columbus Area Integrated Health were transferred to the ADAMH Board of Franklin County. These records will be stored by ADAMH and are available to former Columbus area clients until 2026, at which time the records will be destroyed, per ADAMH's record retention schedule.

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

As a health plan, ADAMH is required by law to maintain the privacy and security of your protected health information. ADAMH staff is committed to protecting the confidential nature of information about your past, present, or future health condition, treatment, or payment.

This notice describes the ways ADAMH staff may use and share information about your health to carry out treatment, payment, and health care operations and for other purposes as permitted or required by law. It also describes your rights and ADAMH's responsibilities.

OUR USES AND DISCLOSURES

Not every use or disclosure in a category is listed; however, all of the ways ADAMH staff is permitted to use or share information fall within one of them.

We typically use or share your information in the following ways:

USES OR DISCLOSURES FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS: We have a limited right to use or share information about your health for treatment, payment, and health care operations.

Treatment: ADAMH staff does not provide treatment.

Payment: Your information is used by ADAMH staff to determine your eligibility for publicly funded services and to manage eligibility, enrollment, billing, and payment for your health care services.

Prior to staff use of your alcohol or other drug information for payment purposes, your service provider was required to obtain your written consent to share your information with ADAMH.

Prior to staff use of your mental health information, your service provider attempted to obtain your consent to share information with ADAMH in order to obtain payment for goods and services.

Health Care Operations: Your information is used or shared for ADAMH business operations. For example:

- Your information is used by ADAMH staff or disclosed to service providers, with whom ADAMH has a current agreement for patient services, to coordinate your health care;
- Your information is shared with your service provider to resolve your complaints, grievances, or customer service issues.
- Your information is used to evaluate the quality of services provided to you by your service provider;
- Your information is shared with ADAMH's accountant or attorney for audit purposes.

In evaluation or audit reports, we do not include or retain the names of consumers or disclose their identities in any way.

Prior to staff use of your alcohol or other drug information for health care operations, your service provider was required to obtain your written consent to share your information with ADAMH.

If mental health information is disclosed, it contains no more than your medication and physical health status and history; summaries of your course of treatment and treatment needs; discharge summary; or financial status. Except for specified reasons, we must use or disclose only the minimum necessary health information to accomplish the intended purpose.

USES OR DISCLOSURES WITHOUT YOUR WRITTEN AUTHORIZATION:

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

Help with public health and safety issues: We can share information about you for certain situations such as reporting suspected abuse, neglect, or domestic violence or preventing or reducing a serious threat to anyone's health or safety. Alcohol or other drug information will only be disclosed to medical personnel in the case of an actual medical emergency.

Comply with the law: We will share information about you if state or federal laws require it, including with the U.S. Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

This includes audits, inspections, advocacy, or other monitoring activities related to ADAMH's legal responsibility toward its service providers. Information about mental health care may also be used or disclosed for investigating and reporting unusual incidents.

Work with a coroner, medical examiner, or funeral director: Information can be shared with a coroner, medical examiner, or funeral director when an individual die.

Address workers' compensation, law enforcement, and other government requests: We can use or share health information about you:

- For workers' compensation claims;
- For law enforcement purposes or with a law enforcement official;

- With health oversight agencies for activities authorized by law;
- For special government functions such as military, national security, and presidential protective services.

Respond to lawsuits and legal actions: We can share health information about you in response to a court or administrative order, or in response to a subpoena.

USES OR DISCLOSURES THAT REQUIRE YOUR WRITTEN AUTHORIZATION:

Absent a statutory exception, we must have your written authorization unless the law allows or requires us to use or share protected health information without authorization. Except for specified reasons, we must use or share only the minimum necessary protected health information to accomplish the intended purpose.

ADAMH staff can use or share your information only if you give an authorization for marketing; sales of protected health information; or other uses or disclosures not described in this notice. We are prohibited from using or disclosing genetic information for underwriting purposes.

You can revoke your authorization by giving us a written notice.

USES OR DISCLOSURES TO WHICH YOU MAY OBJECT: We may share a limited amount of your health information directly related to your care, if we inform you in advance and you do not object:

- To family, friends, or those involved with your care, about their direct involvement in your care or payment for your care;
- Following previously expressed wishes, or if it is an emergency and you cannot be given a chance to object to disclosure of information before treatment is given;
- To family, friends, or those involved with your care about your location, general condition, or death.

YOUR RIGHTS

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Right to Request Restrictions on Certain Uses/Disclosures of Protected Health Information: You have the right to ask that we limit how we use or share your protected health information. We are not required to agree to your request for restriction or limits. To the extent that we do agree, we will put it in writing and abide by it, except in emergencies. We cannot agree to limit uses or disclosures that are required by law.

Right to Receive Confidential Communications of Protected Health Information: You have the right to ask that we send you information at an alternate address, or by an alternate means. We must agree to your request, as long as it is reasonably easy for us to do so or if you demonstrate that the alternate address is needed for your safety.

Right to Inspect and Copy Protected Health Information: You have the right to inspect your protected health information in your designated record set, which contains your enrollment and claims records, care management records, as well as records about your complaints and grievances.

You must make your request in writing, and we will respond within 30 days. If we deny your access, we will give you the reasons in writing. You may ask that the denial be reviewed.

If you want copies of your health information, you have a right to choose what parts of your information you want copied and to have advance notice on the cost of copying.

Right to Amend Protected Health Information: If you believe that there is a mistake or missing information in our records, 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 find that the information is correct and complete; was not created by us; is not part of the information about your health that we keep; or is not part of your health information that you would be allowed to inspect and copy.

If we deny your request to amend your protected health information, we will tell you in writing what the reasons are. You have the right for your request, our denial, and any statement in response that you provide to be added to your records.

If we approve the request, we will change the information and inform you of the change. We will also tell others who need to know about the change in your information.

Right to Receive an Accounting of Disclosures of Protected Health Information: You have the right to get a list of when, to whom, for what reason, and the content of protected health information that has been released to others. Exceptions include the information that is normally used for treatment, payment, and health care operations; information released to you or those involved in your care; any information released according to your written authorization; or releases made for national security purposes or to law enforcement or corrections officials.

We will respond to your written request within 60 days. Your request can relate to disclosures going as far back as six years. There is no charge for the first list each year, but there may be a charge for more frequent requests.

Right to Obtain a Paper Copy of the Notice upon Request: You have a right to get a copy of this notice at any time. This notice is also available on our website: <https://adamhfranklin.org/who-we-serve/hipaa/>.

Right to a Notification of a Breach: Following the discovery of a breach of unsecured protected health information, ADAMH will notify each individual whose unsecured protected health information has been, or is reasonably believed by ADAMH to have been, accessed, acquired, used, or disclosed as a result of such breach.

OUR DUTIES

ADAMH is required by law to maintain the privacy of protected health information and to provide individuals with notice of its legal duties and privacy policies.

ADAMH is required to abide by the terms of the currently effective notice.

ADAMH reserves the right to change its privacy practices described in this notice and to make the changes apply to all protected health information maintained by ADAMH. ADAMH will mail a copy of the new notice to all current clients and to the providers within ADAMH's system of care and post the new notice on its website. You may request a copy of the new notice from ADAMH's privacy officer.

COMPLAINTS

ADAMH will take no retaliation against you if you make a complaint. If you believe your privacy rights have been violated by ADAMH, you may file a written complaint:

- With ADAMH: Privacy Officer, ADAMH Board of Franklin County, 447 East Broad Street, Columbus, Ohio 43215 or (614)-224-1075
- With the Office for Civil Rights: Region V Office for Civil Rights, U.S. Department of Health and Human Services, 223 North Michigan Avenue, Suite 240, Chicago, Illinois 60601 or (800) 368-1019; TDD: (800) 537-7697; Email: ocrmail@hhs.gov

CONTACT

Submit your request about your protected health information to: Privacy Officer, ADAMH Board of Franklin County, 447 East Broad Street, Columbus, Ohio 43215, 614-224-1075, or records@adamhfranklin.org

EFFECTIVE DATE

This notice is effective as of January 1, 2021.

ATTENTION: Language assistance services, free of charge, are available to you. Call 1-614-224-1057.

Delaware-Morrow Mental Health & Recovery Services Board
NOTICE OF PRIVACY PRACTICES
Effective Date: August 26, 2013

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

If you have any questions about this Notice, please contact:
Privacy Officer, Delaware-Morrow Mental Health & Recovery Services Board
40 N Sandusky Street, Suite 301, Delaware, Ohio 43015
740-368-1740

OUR DUTIES

At the Delaware-Morrow Mental Health & Recovery Services Board, we are committed to protecting your health information and safeguarding that information against unauthorized use or disclosure. This Notice will tell you how we may use and disclose your health information. It also describes your rights and the obligations we have regarding the use and disclosure of your health information.

We are required by law to: 1) maintain the privacy of your health information; 2) provide you Notice of our legal duties and privacy practices with respect to your health information; 3) to abide by the terms of the Notice that is currently in effect; and 4) to notify you if there is a breach of your unsecured health information.

HOW WE MAY USE AND DISCLOSE YOUR PERSONAL HEALTH INFORMATION

When you receive services paid for in full or part by the Board, we receive health information about you. We may receive, use, or share that health information for such activities as payment for services provided to you, conducting our internal health care operations, communicating with your healthcare providers about your treatment and for other purposes permitted or required by law. The following are examples of the types of uses and disclosures of your personal information that we are permitted to make:

Payment - We may use or disclose information about the services provided to you and payment for those services for payment activities such as confirming your eligibility, obtaining payment for services, managing your claims, utilization review activities and processing of health care data.

Health Care Operations - We may use your health information to train staff, manage costs, conduct quality review activities, perform required business duties, and improve our services and business operations.

Treatment - We do not provide treatment but we may share your personal health information with your health care providers to assist in coordinating your care.

Other Uses and Disclosures - We may also use or disclose your personal health information for the following reasons as permitted or required by applicable law: To alert proper authorities if we reasonably believe that you may be a victim of -abuse;-neglect, domestic violence or other crimes; to reduce or prevent threats to public health and safety; for health oversight activities such as evaluations, investigations, audits, and inspections; to governmental agencies that monitor your services; for lawsuits and similar proceedings; for public health purposes such as to prevent the spread of a communicable disease; for certain approved research purposes; for law enforcement reasons if required by law or in regards to a crime or suspect; to correctional institutions in regards to inmates; to coroners, medical examiners and funeral directors (for decedents); as required by law; for organ and tissue donation; for specialized government functions such as military and veterans activities, national security and intelligence purposes, and protection of the President; for Workers' Compensation purposes; for the management and coordination of public benefits programs; to respond to requests from the U.S. Department of Health and Human Services; and for us to receive assistance from consultants that have signed an agreement requiring them to maintain the confidentiality of your personal information. Also, if you have a guardian or a power of attorney, we are permitted to provide information to your guardian or attorney in fact.

Uses and Disclosures That Require Your Permission

We are prohibited from selling your personal information, such as to a company that wants your information in order to contact you about their services without your written permission.

We are prohibited from using or disclosing your personal information for marketing purposes, such as to promote our services, without your written permission.

All other uses and disclosures of your health information not described in this Notice will be made only with your written permission. If you provide us permission to use or disclose health information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose your health information for the purposes stated in your written permission except for those that we have already made prior to your revoking that permission.

Prohibited Uses and Disclosures

If we use or disclose your health information for underwriting purposes, we are prohibited from using and disclosing the genetic information in your health information for such purposes.

POTENTIAL IMPACT OF OTHER APPLICABLE LAWS

If any state or federal privacy laws require us to provide you with more privacy protections than those explained here, then we must also follow that law. For example, drug and alcohol treatment records generally receive greater protections under federal law.

YOUR RIGHTS REGARDING YOUR PERSONAL HEALTH INFORMATION

You have the following rights regarding your health information:

- **Right to Request Restrictions.** You have the right to request that we restrict the information we use or disclose about you for purposes of treatment, payment, health care operations and informing individuals involved in your care about your care or payment for that care. We will consider all requests for restrictions carefully but are not required to agree to any requested restrictions.*
- **Right to Request Confidential Communications.** You have the right to request that when we need to communicate with you, we do so in a certain way or at a certain location. For example, you can request that we only contact you by mail or at a certain phone number.
- **Right to Inspect and Copy.** You have the right to request access to certain health information we have about you. Fees may apply to copied information.*
- **Right to Amend.** You have the right to request corrections or additions to certain health information we have about you. You must provide us with your reasons for requesting the change.*
- **Right to An Accounting of Disclosures.** You have the right to request an accounting of the disclosures we make of your health information, except for those made with your permission and those related to treatment, payment, our health care operations, and certain other purposes. Your request must include a timeframe for the accounting, which must be within the six years prior to your request. The first accounting is free but a fee will apply if more than one request is made in a 12-month period.*
- **Right to a Paper Copy of Notice.** You have the right to receive a paper copy of this Notice. *This Notice is also available at our web site www.dmmhrsb.org, but you may obtain a paper copy by contacting the Board Office.*

* To exercise rights marked with a star (*), your request must be made in writing.

Please contact us if you need assistance.

To exercise any of the rights described in this paragraph, please contact the Board *Privacy Officer* at the following address or phone number:

**40 N Sandusky Street, Suite 301, Delaware, Ohio 43015
740-368-1740**

CHANGES TO THIS NOTICE

We reserve the right to change this Notice at any time. We reserve the right to make the revised Notice effective for health information we already have about you as well as any information we receive in the future. We will post a copy of our current Notice at our office *and on our website at: www.dmmhrsb.org*. In addition, each time there is a change to our Notice, you will receive information about the revised Notice and how you can obtain a copy of it. The effective date of each Notice is listed on the first page in the top center.

TO FILE A COMPLAINT

If you believe your privacy rights have been violated, you may file a complaint with the Board or with the Secretary of the Department of Health and Human Services. To file a complaint with the Board, contact the Privacy Officer at the address above. You will not be retaliated against for filing a complaint. If you wish to file a complaint with the Secretary you may send the complaint to:

Office for Civil Rights, U.S. Department of Health and Human Services
Attn: Regional Manager
233 N. Michigan Ave., Suite 240, Chicago, IL 60601

