

NOTICE of PRIVACY PRACTICES of ST. LUKE'S UNIVERSITY HEALTH NETWORK

This notice describes:

- **HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED**
- **YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION**
- **HOW TO FILE A COMPLAINT CONCERNING A VIOLATION OF THE PRIVACY OR SECURITY OF YOUR HEALTH INFORMATION, OR OF YOUR RIGHTS CONCERNING YOUR INFORMATION**

YOU HAVE A RIGHT TO A COPY OF THIS NOTICE (IN PAPER OR ELECTRONIC FORM) AND TO DISCUSS IT WITH SLUHN'S CHIEF COMPLIANCE AND PRIVACY OFFICER AT 1(855)938-4427 or WWW.SLUHN.ORG/COMPLIANCE IF YOU HAVE ANY QUESTIONS.

I. WHO PRESENTS THIS NOTICE

This Notice of Privacy Practices ("Notice") is given on behalf of St. Luke's University Health Network's Part 2 programs and facilities (collectively "St. Luke's") and all SLUHN employees (including work from home employees), contingent workers, residents, clinical and non-clinical students, members of the medical staff, volunteers, observers, and all contracted personnel. All of St. Luke's entities are legally required to follow the privacy practices that are described in this notice.

This Notice of Privacy Practices is effective as of February 17, 2026. If you have any questions about this Notice, please contact St. Luke's Chief Compliance & Privacy Officer through the confidential Compliance & Ethics Hotline at 1(855)-9ETHICS or 1(855)938-4427.

St. Luke's is required to provide this Notice to comply with the regulations established under federal law called the Health Insurance Portability and Accountability Act, Part 2—Confidentiality of Substance Use Disorder Patient Records ("Part 2"). St. Luke's is required by law to protect your records which would identify you as having, both past and present, a substance use disorder (SUD records) as defined by Part 2, and using that information appropriately.

This Notice is intended to describe your rights, and to inform you about ways in which St. Luke's may use and disclose your SUD records, and the obligations St. Luke's has when using and disclosing your SUD records.

II. HOW WE MAY USE AND DISCLOSE YOUR SUD RECORDS

Part 2 allows St. Luke's to use and disclose SUD records about you for limited purposes. These include:

1. **Medical emergencies.** St. Luke's may disclose patient identifying information to medical personnel to the extent necessary to:
 - a. Meet a bona fide medical emergency in which the patient's prior written consent cannot be obtained, such as when a patient is unconscious or incapacitated, or

- b. Meet a bona fide medical emergency, in limited circumstances, during which St. Luke's is closed and unable to provide services or obtain the prior written consent of the patient in limited circumstances.
 - c. Note: Patient identifying information may be disclosed to medical personnel of the Food and Drug Administration (FDA) who assert a reason to believe that the health of any individual may be threatened by an error in the manufacture, labeling, or sale of a product under FDA jurisdiction, and that the information will be used for the exclusive purpose of notifying patients or their physicians of potential dangers.
- 2. **Scientific research.** St. Luke's may disclose patient identifying information for the purposes of the recipient conducting scientific research, subject to certain limitations outlined in Part 2, such as developing evidenced based interventions.
- 3. **Management audits, financial audits, and program evaluation.** St. Luke's may disclose patient identifying information in the course of the review of records that have not been downloaded, copied or removed from the premises of a Part 2 program or other lawful holder, or forwarded electronically to another electronic system or device to any person who:
 - a. Performs an audit or evaluation on behalf of:
 - i. Any federal, state, or local governmental agency that provides financial assistance to a St. Luke's Part 2 program or other lawful holder, or is authorized by law to regulate the activities of St. Luke's or other lawful holder;
 - ii. Any person which provides financial assistance to the Part 2 program or other lawful holder, which is a third-party payer or health plan covering patients in the Part 2 program, or which is a quality improvement organization (QIO) performing a QIO review, or the contractors, subcontractors, or legal representatives of such person or quality improvement organization; or
 - iii. An entity with direct administrative control over the Part 2 program or lawful holder.
- 4. **Disclosures for public health.** St. Luke's may disclose records for public health purposes without patient consent.
- 5. Records that are disclosed to St. Luke's Part 2 program pursuant to your written consent for treatment, payment, and health care operations may be further disclosed by the St. Luke's Part 2 program without your written consent, to the extent the HIPAA regulations permit such disclosure.

III. COURT ORDERS ASSOCIATED WITH SUD RECORDS

- 1. Records, or testimony relaying the content of such records, shall not be used or disclosed in any civil, administrative, criminal, or legislative proceedings against the patient unless based on specific written consent or a court order;
- 2. Records shall only be used or disclosed based on a court order after notice and an opportunity to be heard is provided to you or the holder of the record, where required by 42 U.S.C. 290dd-2 and Part 2; and
- 3. A court order authorizing use or disclosure must be accompanied by a subpoena or other similar legal mandate compelling disclosure before the record is used or disclosed.

IV. CONSENT

You may provide a single consent for all future uses or disclosures for treatment, payment, and health care operations purposes.

You may revoke your consent for the use and disclosure of your SUD records in writing. Please contact a member of your treatment team.

V. USES AND DISCLOSURES NOT DESCRIBED IN THIS NOTICE

St. Luke's Part 2 programs will only make uses and disclosures not described in this Notice with your written consent.

A St. Luke's Part 2 program may use or disclose records to fundraise for the benefit of the Part 2 program only if the patient is first provided with a clear and conspicuous opportunity to elect not to receive fundraising communications.

VI. YOUR RIGHTS REGARDING SUD RECORDS

1. You have a right to request restrictions of disclosures made with prior consent for purposes of treatment, payment, and health care operations.
2. You have a right to request and obtain restrictions of disclosures of records to the patient's health plan for those services for which the patient has paid in full.
3. You have a right to an accounting of disclosures of electronic records for the past 3 years, and a right to an accounting of disclosures that meets the requirements of 45 CFR 164.528(a)(2) and (b) through (d) for all other disclosures made with consent.
4. You have a right to a list of disclosures by an intermediary for the past 3 years.
5. You have a right to obtain a paper or electronic copy of the notice from the Part 2 program upon request.
6. You have a right to discuss the notice with a designated contact person or office identified by the Part 2 program.
7. You have a right to elect not to receive fundraising communications.
8. If you believe your privacy rights have been violated, you may file a complaint with St. Luke's and/or with the federal Department of Health and Human Services (DHHS). St. Luke's will not retaliate against you for filing such a complaint.

To file a complaint with St. Luke's, contact:

Chief Compliance & Privacy Officer
801 Ostrum Street
Bethlehem, PA 18015
1(855)-9ETHICS (1-855-938-4427)
www.slnh.org/compliance

A patient can also send a letter to DHHS at:

Office for Civil Rights
U.S. Department of Health and Human Services
150 S. Independence Mall West
Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111

VII. ST. LUKE'S DUTIES WITH RESPECT TO THE PRIVACY OF YOUR SUD RECORDS

1. St. Luke's Part 2 programs are required by law to maintain the privacy of records, to provide you with notice of its legal duties and privacy practices with respect to records, and to notify affected patients following a breach of unsecured records;
2. St. Luke's Part 2 program is required to abide by the terms of the Notice currently in effect; and
3. St. Luke's Part 2 programs reserve the right to change the terms of this Notice. All new notice provisions are effective for records that the Part 2 program maintains. St. Luke's will provide you with a revised notice via an electronic notice in Epic upon check-in.