



Notice of Privacy Practices of Gateway Foundation, Inc. (“Gateway”)

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 THE GATEWAY COMPLIANCE & PRIVACY OFFICER AT COMPLIANCE@GATEWAYFOUNDATION.ORG OR (312) 913-2377 IF YOU HAVE ANY QUESTIONS.

1. ***Uses and disclosures.***

(A) Unless otherwise prohibited or limited by other law, Gateway is permitted or required by 42 CFR Part 2 (Part 2) to use or disclose records without the client's written consent for:

(1) Medical emergencies where client-identifying information may be disclosed to medical personnel to the extent necessary to:

(a) Meet a bona fide medical emergency in which the client's prior written consent cannot be obtained;

(b) Meet a bona fide medical emergency in which Gateway is closed and unable to provide services or obtain the prior written consent of the client, during a temporary state of emergency declared by a state or federal authority as the result of a natural or major disaster, until such time that it resumes operations; or

(c) Disclosure 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 clients or their physicians of potential dangers.

(2) Scientific research in the event that Gateway:

(a) Makes a determination that the recipient of the client-identifying information is a HIPAA covered entity or business associate that has obtained and documented authorization from the client, or a waiver or alteration of authorization;

- (b) Complies with Protection of Human Subject requirements; or
- (c) Any combination of the above.

(3) Management audits, financial audits, and program evaluation on behalf of any of the following parties if: (i) where the records are not downloaded, copied or removed from the premises to any person who agrees in writing to comply with the limitations on use and redisclosure; or (ii) if the records are removed maintain and destroy the client identifying information, retain records in compliance with applicable federal, state, and local record retention laws, and comply with the limitations on use and disclosure where the party conducting the audit is:

- (a) Any federal, state, or local governmental agency that provides financial assistance to Gateway or other lawful holder, or is authorized by law to regulate the activities of Gateway or other lawful holder;
- (b) Any person which provides financial assistance to Gateway or other lawful holder, which is a third-party payer or health plan covering clients at Gateway, or which is a quality improvement organization (QIO); or
- (c) An entity with direct administrative control over Gateway or lawful holder.

(4) Public health purposes, if the information is de-identified.

(B) Uses and disclosures where a written consent is required under Part 2, such as when disclosing the client information to health plan.

(C) A client may provide a single consent for all future uses or disclosures for treatment, payment, and health care operations purposes.

(D) Gateway will make uses and disclosures not described in the notice only with the client's written consent or pursuant to a valid Part 2-compliant court order.

(E) The client may revoke written consent by providing written revocation to Gateway.

(F) (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 client 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 the client or the holder of the record, where required by 42 U.S.C. § 290dd-2 and Part 2

(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.

2. **Separate statements for certain uses or disclosures.** If Gateway engages in any of the following activities, then the required Part 2 requirements described below must be met:

- (A) Records that are disclosed to a Part 2 program, covered entity, or business associate pursuant to the client's written consent for treatment, payment, and health care operations may be further disclosed by that Part 2 program, covered entity, or business associate, without the client's written consent, to the extent the HIPAA regulations permit such disclosure.
- (B) Gateway may use or disclose records to fundraise for the benefit of Gateway only if the client is first provided with a clear and conspicuous opportunity to elect not to receive fundraising communications.

3. **Client rights.** The client has the following rights with respect to their records and set forth below is how the client may exercise these rights, as follows:

- (A) Right to request restrictions of disclosures made with prior consent for purposes of treatment, payment, and health care operations, to which Gateway is not required to agree but will engage in a good-faith review to determine, to the extent feasible, that it may comply with client's request;
- (B) Right to request and obtain restrictions of disclosures of records under this part to the client's health plan for those services for which the client has paid in full, in the same manner as 45 CFR 164.522 applies to disclosures of protected health information under HIPAA;
- (C) Right to an accounting of disclosures of electronic records for the past three (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) under HIPAA for all other disclosures made with consent;
- (D) Right to a list of disclosures by an intermediary for the past three (3) years;
- (E) Right to obtain a paper or electronic copy of the notice from Gateway upon request;
- (F) Right to discuss this notice with the designated contact person or office identified below; and
- (G) Right to elect not to receive fundraising communications by contacting the designated contact person or office identified below.

4. **Gateway's duties.**

- (A) Gateway is required by law to maintain the privacy of records, to provide clients with notice of its legal duties and privacy practices with respect to records, and to notify affected clients following a breach of unsecured records.
- (B) Gateway is required to abide by the terms of the notice currently in effect.
- (C) For Gateway to apply a change in a privacy practice that is described in this notice to records that were created or received prior to issuing a revised notice, it reserves the right to change the terms of this notice and to make the new notice provisions effective for records that it maintains. Gateway will provide clients with an updated notice on its website, in its facilities,

and by offering the updated notice to clients during the first client encounter following the updating of the notice.

5. **Complaints.** Clients may complain to Gateway and to the Secretary of the US Department of Health and Human Services if they believe their privacy rights have been violated. The client may file a complaint by requesting a Complaint Form from staff or by contacting the designated person or office set forth below. The client will not be retaliated against for filing a complaint.

6. **Contact.** The name, or title, telephone number, and email address of the person or office to contact for further information about the notice is:

Gateway Compliance & Privacy Officer, (312) 913-2377 or compliance@gatewayfoundation.org

7. **Effective date.** The date on which the notice is first in effect, which may not be earlier than the date on which the notice is printed or otherwise published is February 5th, 2026.

8. **Revisions to the notice.** Gateway must promptly revise and distribute its notice whenever there is a material change to the uses or disclosures, the client's rights, Gateway's legal duties, or other privacy practices stated in the notice. Except when required by law, a material change to any term of the notice may not be implemented prior to the effective date of the notice in which such material change is reflected.

9. **Provision of notice.**

(A) Gateway must make the notice available upon request to any person and to any client and must provide the notice:

(1) No later than the date of the first service delivery, including service delivered electronically, to such client after the compliance date for Gateway; and

(2) In an emergency treatment situation, as soon as reasonably practicable after the emergency treatment situation.

(B) For Gateway's physical service delivery site(s):

(1) The notice must be available at the service delivery site for clients to request to take with them;

(2) Post the notice in a clear and prominent location where it is reasonable to expect clients seeking service to be able to read the notice in a manner that does not identify the client as receiving treatment or services for substance use disorder; and

(3) Whenever the notice is revised, make the notice available upon request on or after the effective date of the revision.

(C) Specific requirements for electronic notice include all the following:

(1) If Gateway maintains a website that provides information about its customer services or benefits, it must prominently post its notice on the website and make the notice available electronically through the website; and

(2) Gateway may provide the notice required to a client by email, if the client agrees to electronic notice and such agreement has not been withdrawn. If Gateway knows that the email transmission has failed, a paper copy of the notice must be provided to the client.

(3) If the first service delivery to an individual of this notice is delivered electronically, Gateway must provide electronic notice automatically and contemporaneously in response to the individual's first request for service.

(4) The client who is the recipient of electronic notice retains the right to obtain a paper copy of the notice upon request.