

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 REVIEW IT CAREFULLY.

I. PURPOSE

The terms of this Notice of Privacy Practices apply to LynkDX and its affiliated dentists, dental professionals, and affiliates. LynkDX will share personal health information of our patients as necessary to carry out treatment, payment, and healthcare operations as permitted by law.

We are required by law to maintain the privacy and security of our patients' personal health information and to provide patients with notice of our legal duties and privacy practices with respect to your personal health information and to notify you in the unlikely event of a breach or unauthorized disclosure of your personal health information. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all personal health information maintained by us. You may receive a copy of any revised notice by emailing a request for a copy of the revised notice to the LynkDX Privacy Officer at info@lynkdx.com.

II. USES AND DISCLOSURES OF YOUR PERSONAL HEALTH INFORMATION

1. **Your Authorization.** Except as outlined in Nos. 2 through 9 below, we will not use or disclose your personal health information for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing unless we have taken any action in reliance on the authorization. There are certain uses and disclosures of your personal health information for which we will always obtain a prior authorization and these include: (1) Marketing purposes, unless the communication is made directly to you in person, is simply a promotional gift of nominal value, is a prescription refill reminder, general health or wellness information, or a communication about health related products or services that we offer or that are directly related to your treatment and (2) Sales of your health information.

2. **Uses and Disclosures for Treatment.** We will make uses and disclosures of your personal health information as necessary for your treatment. For instance, dentists and other professionals involved in your care will use information in your medical record and information that you provide about your symptoms and reactions to plan a course of treatment for you that may include procedures, medications, tests, etc. We may also release your personal health information to another healthcare facility or professional who is not affiliated with our organization but who is or will be providing treatment to you. For instance, if, after your x-rays are taken, you are going to receive additional dental services, we may release your personal health information to that dentist so that the dentist can provide dental work for you.

3. **Uses and Disclosures for Payment.** We will make uses and disclosures of your personal health information as necessary for payment purposes of those dentist and dental professionals that performed the x-ray and other services for you. For instance, we may forward information regarding your procedures and treatment to your insurance company to arrange payment for the services provided to you, or we may use your information to prepare a bill to send to you or to the person responsible for your payment. We

may also disclose to account management companies, independent contractors, and/or debt collectors such information that is necessary to collect payment for services provided to you. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your insurer unless a law requires us to share that information.

4. Uses and Disclosures for Healthcare Operations. We will use and disclose your personal health information as necessary, and as permitted by law, for our healthcare operations, which include clinical improvement, professional peer review, business management, accreditation and licensing, etc. For instance, we may use and disclose your personal health information for purposes of improving the treatment and care of our patients. We may also disclose your personal health information to another dental/healthcare facility, dental/healthcare professional, or health plan for such things as quality assurance and case management, but only if that facility, professional, or plan also has or had a patient relationship with you.

5. No Disclosure of Psychotherapy Notes or Reproductive Health Care. We do not maintain any of your psychotherapy notes or reproductive health care information. In the event that this information is somehow obtained, we will not disclose it to any third party except in accordance with applicable law or with your written authorization. You can revoke your authorization at any time by hand delivering or emailing a written request to the LynkDX Privacy Officer except to the extent that we have taken action in reliance upon the authorization or if the authorization was obtained as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy or the policy itself.

6. Health Information Exchange. We participate in certain health information exchanges whereby we may disclose your health information, as permitted by law. A list of the health information exchanges in which we participate can be obtained by contacting the LynkDX Privacy Officer at the address listed below. If you wish, you may restrict our disclosure to health information exchanges by providing a written request to the LynkDX Privacy Officer.

7. Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations, such as auditing, accreditation, debt collection services, account management, record management, legal services, etc. At times it may be necessary for us to provide certain elements of your personal health information to one or more of these outside persons or organizations that assist us with our healthcare operations. In all cases, we require these business associates to appropriately safeguard the privacy of your information.

8. Appointments and Services. We may contact you to provide appointment reminders or test results. You have the right to request, and we will accommodate reasonable requests by you, to receive communications regarding your personal health information from us by alternative means or at alternative locations. For instance, if you wish appointment reminders to not be left on voice mail or sent to a particular address, we will accommodate reasonable requests. You may request such confidential communication by hand delivering or emailing your written request to the LynkDX Privacy Officer.

9. Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your personal health information without your consent or authorization.

- a. We may release your personal health information for any purpose required by law (including to the Department of Health and Human Services);
- b. We may release your personal health information for public health activities, such as required reporting of disease, injury, birth and death, and for required public health investigations;

- c. We may release your personal health information as required by law if we suspect abuse or neglect; we may also release your personal health information as required by law if we believe you to be a victim of abuse, neglect or domestic violence;
- d. We may release your personal health information to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls;
- e. We may release your personal health information to your employer when we have provided health care to you at the request of your employer to determine workplace-related illness or injury; in most cases you will receive notice that information is disclosed to your employer;
- f. We may release your personal health information if required by law to a government oversight agency conducting audits, investigations or civil or criminal proceedings;
- g. We may release your personal health information if required to do so by subpoena or discovery request; in some cases, you will have notice of such release;
- h. We may release your personal health information to law enforcement officials as required by law;
- i. We may release your personal health information to coroners and/or funeral directors consistent with law;
- j. We may release your personal health information if necessary to arrange an organ or tissue donation from you or a transplant for you;
- k. We may release your personal health information for certain research purposes when such research is approved by an Institutional Review Board with established rules to ensure privacy;
- l. We may release your personal health information in limited instances if we suspect a serious threat to health or safety;
- m. We may release your personal health information if you are a member of the military as required by armed forces services; we may also release your personal health information if necessary for national security or intelligence activities; and
- n. We may release your personal health information to workers' compensation agencies if necessary for your workers' compensation benefit determination.

State laws require that we obtain consent from you in certain instances. For full information on when such consents may be necessary, you can contact the LynkDX Privacy Officer.

Information that is disclosed in accordance with the above maybe be subject to redisclosure of the recipient and is no longer protected in accordance with the above protections.

Depending on the state in which you live or the state in which the LynkDX services are provided to you, additional rights and obligations may apply.

III. RIGHTS THAT YOU HAVE

1. Access to your Personal Health Information. You have the right to copy and/or inspect much of the personal health information that we retain on your behalf. All requests for access must be made in writing and signed by you or your representative. You may obtain an access request form from the LynkDX Privacy Officer.

You have the right to obtain an electronic copy of your health information that exists in an electronic format and you may direct that the copy be transmitted directly to an entity or person designated by you, provided that any such designation is clear, conspicuous, specific with complete name and mailing address

or other identifying information. We may charge you a fee for our labor and supplies in preparing your copy of the electronic health information.

2. Amendments to your Personal Health Information. You have the right to request in writing that protected health information we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests, in order to be considered by us, must be in writing, signed by you (or your representative) and must state the reasons for the amendment/correction request. If an amendment or correction you request is made by us, we will notify you and will request that you allow us to notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. If we decline to make the request, we will notify you of the denial within 60 days. You may obtain an amendment request form from the LynkDX Privacy Officer.

3. Accounting for Disclosures of your Personal Health Information. You have the right to receive a list (accounting) of certain disclosures made by us of your personal health information for six years prior to the date of your request. The list will identify who we shared it with and why except for those disclosures about treatment, payment, healthcare operations, and certain other disclosures (such as any disclosures you asked us to make). Requests must be made in writing and signed by you or your representative. Accounting request forms are available from the LynkDX Privacy Officer. The first accounting in any 12-month period is free; you will be charged reasonable, cost-based fee for each subsequent accounting you request within the same 12-month period.

When you request an accounting of disclosures of your electronic health record, the accounting will be for three years prior to the date of the request for the accounting and will include, in addition to all types of disclosures listed in the general policy, disclosures for treatment, payment and healthcare operations.

4. Restrictions on Use and Disclosure of Your Personal Health Information. You have the right to request restrictions on certain uses and disclosures of your protected health information for treatment, payment, or healthcare operations. A restriction request form can be obtained from the LynkDX Privacy Officer. In most cases, we are not required to agree to your restriction request but will attempt to accommodate reasonable requests when appropriate, including those situations which would not affect your care. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction by hand delivering or emailing such termination notice to LynkDX Privacy Officer.

5. Information Sharing. For certain health information, you can tell us your choices about what we share. You have the right and choice to tell us to share information with your family, close friends, or others involved in your care.

IV. MISCELLANEOUS

1. Breach Notification. In the unlikely event there is a breach or unauthorized release of your personal health information, you will receive notice and information on steps you may take to protect yourself from harm.

2. Complaints. If you believe your privacy rights have been violated, you can file a complaint with the LynkDX Privacy Officer. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services in Washington D.C. in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

3. **Acknowledgment of Receipt of Notice.** You will be asked to sign the LynkDX Consent form which will indicate that you received this Notice of Privacy Practices.

4. **Uses of Telephone Contact Information.** LynkDX, its service providers (including service providers contacting patients concerning various matters, including, but not limited to, obtaining potential financial assistance for account(s), financial responsibility and payment processing, upcoming appointments, health notifications, patient satisfaction surveys, other healthcare related information, and/or for collection services) and their successors, assigns, affiliates, or agents may, with your consent, contact you at any telephone number provided by you or otherwise included in your patient file, including wireless, cellular, internet, or landline telephone numbers whether provided in the past, present, or future. The methods of contact may include automated SMS/text messages, emails, and auto-dialed and/or artificial or pre-recorded voice messages, as applicable (data usage or other charges may apply). You may sign up or revoke your consent at any time by hand delivering or emailing a written request to the LynkDX Privacy Officer, checking the box where indicated on LynkDX electronic forms, or by following the instructions contained in the automated message or email sent by LynkDX.

5. **Powers of Attorney.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

6. **Paper Copies.** If you have agreed to receive an electronic copy of this notice, you may obtain a paper copy of the notice from LynkDX by requesting a paper copy from the LynkDX Privacy Officer.

FOR FURTHER INFORMATION:

If you have questions or need further assistance regarding this notice, you may contact:

LynkDX Privacy Officer
info@lynkdx.com
1-833-LYNKDX2

Or visit <https://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html>.

EFFECTIVE DATE

This notice is effective as of January 14, 2025.