

**OLARIS**  
**NOTICE OF PRIVACY PRACTICES**

As you know, in order to provide your care, Olaris, Inc. (“Olaris,” “we”, “us”, or “our”) must collect, create, and maintain information about you and your health. This Notice of Privacy Practices (this “Notice”) describes how protected health information about you may be used and disclosed. **Protected health information is information regarding your past, present or future health care services and can be used to identify you.** For example, information you provide us when receiving care from us is considered protected health information.

**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.**

We are required by law to maintain the privacy of this information and are required by law to provide you with this Notice. We will comply with the terms as stated. If there is a breach of your unsecured health information, we will notify you in accordance with federal and state law.

This Notice also describes how you can access your medical information, as well as explains certain rights you have regarding this information..

Information we may collect from you that is not considered protected health information, such as that you visited our website but never received any services from us, may not be considered protected health information and our use and disclosure of that information is discussed in our Privacy Policy.

If you have any questions, please contact our Privacy team at [customer@myolaris.com](mailto:customer@myolaris.com) or 1-617-981-4784.

**How We Use and Disclose Your Health Information**

We protect your health information from inappropriate use and disclosure. We will use and disclose your health information only for the purposes listed below:

**1. Uses and Disclosures for Treatment, Payment, and Health Care Operations Without Your Consent or Authorization.** We may use and disclose your protected health information in order to provide care or treatment to you, obtain payment for services provided to you, and conduct our health care operations as detailed below. We have listed below some examples of how we may use and disclose your information.

**a) Treatment and Care Management.** We may use and disclose health information about you to facilitate treatment provided to you by other health care providers and us. For example, Olaris may share information related to your health condition with other doctors involved in your care in order to obtain the information necessary to understand your past and current treatment.

**b) Payment.** We may use and disclose health information about you in order to get paid for the services we provide to you and to assist other providers in getting paid for the services they render to you. Our payment activities may include determining your eligibility for benefits and billing your insurance.

**c) Health Care Operations.** We may use and disclose health information about you to carry out health care operations, which include care management, quality improvement activities, evaluating our own performance, and resolving any complaints or grievances you may have. We may also use and disclose your health information to assist other health care providers in performing health care operations.

**2. Other Uses and Disclosures Without Your Consent or Authorization.** Subject to the limitations described in Section 6 below (relating to reproductive health information), we may also use and disclose your health information without your specific written authorization for the following purposes:

**a) As required by law.** We may use and disclose your health information when required by state, federal, or local law.

**b) Public health activities.** We may disclose your health information to public health authorities or other agencies and organizations conducting public health activities, such as organizations responding to the COVID-19 pandemic.

**c) Victims of abuse, neglect, or domestic violence.** We may disclose your health information to an appropriate government agency if we believe you are a victim of abuse, neglect, or domestic violence, and you agree to the disclosure or the disclosure is required or permitted by law. We will let you know if we disclose your health information for this purpose unless we believe that notifying you would place you or another person at risk of serious harm.

**d) Health oversight activities.** We may disclose your health information to health oversight agencies, such as state departments of health, for activities authorized by law, such as audits, investigations, and inspections of us.

**e) Judicial and administrative proceedings.** We may disclose your health information in the course of any judicial or administrative (legal) proceeding in response to an appropriate order of a court or other administrative body.

**f) Law enforcement purposes.** We may disclose your health information to the police or law enforcement officials as required or permitted by law, as requested by a court order or a grand jury or administrative subpoena.

**g) Deceased individuals.** We may disclose your health information to a coroner, medical examiner, or a funeral director as necessary if you pass away and as authorized by law.

**h) Organ, eye, or tissue donations.** We may disclose your health information to organ procurement organizations and similar entities for the purpose of assisting them in organ, eye, or tissue procurement, banking, or transplantation.

**i) For research.** If we perform research, we may use or disclose your health information for research purposes, such as studies comparing the benefits of alternative treatments received by our patients or investigations into how to improve our care delivery. We will use or disclose your health information for research purposes only with the required Institutional Review Board approval (if applicable to the research), which must follow a special approval process.

**j) Health or safety.** We may use or disclose your health information to prevent or lessen a threat to your health or safety or that of the general public. We may also disclose your health information to disaster relief organizations such as the Red Cross, or to other organizations participating in bioterrorism countermeasures.

**k) Specialized government functions.** We may use or disclose your health information to provide assistance for certain types of government activities. If you are a member of the armed forces of the United States or a foreign country, we may disclose your health information to appropriate military authority as is deemed necessary. We may also disclose your health information to federal officials for lawful intelligence or national security activities.

**l) Workers' compensation.** We may use or disclose your health information as permitted by the laws governing the workers' compensation program or similar programs that provide benefits for work-related injuries or illnesses.

**m) Business Associate Agreements.** A business associate is a person or entity that performs certain functions that involve the use or disclosure of your personal health information to a covered entity. Your health information may be used or disclosed to a business associate only if we obtain satisfactory assurances from the business associate that the business associate will safeguard your health information from any misuse and will use the information only for certain limited permitted purposes.

**n) Individuals involved in your care.** Unless prohibited by state law, we may disclose your health information to a family member, relative, or close personal friend assisting you in receiving health care services. We will disclose your health information to these individuals only if you tell us to do this or if we can reasonably infer that you do not object.

**3. Special Treatment of Alcohol and Drug Abuse Records.** Health information we may receive about you from federally assisted alcohol or drug treatment programs may be subject to special protection under state or federal law. If your health information is protected by a federal or state law, we will not disclose this information without your authorization except where required by, and in full compliance with, federal or state law.

**4. Other State Laws.** To the extent that you reside in a state that provides additional protections to medical information or a subset of treatment information, we will protect your information in accordance with state law.

**5. Uses and Disclosures for Which We Will Obtain Your Written Authorization.**

**a. Marketing.** We will not use your health information for marketing without your authorization.

**b. Sale.** We will not sell your health information without your authorization.

**6. Special Protections for Reproductive Health Information.**

**a. Uses and Disclosures We Will Never Make.** We will never use or disclose your health information when the requested use or disclosure is for any of the following purposes:

- i. To conduct a criminal, civil, or administrative investigation for the mere act of you seeking, obtaining, providing, or facilitating reproductive health care;
- ii. To impose criminal, civil, or administrative liability for the mere act of your seeking, obtaining, providing, or facilitating reproductive health care; or
- iii. To identify you for either of the above purposes.

For example, we would not cooperate with a subpoena issued by a state in which abortion or gender-affirming care is illegal that is seeking your medical records in order to investigate your receipt of reproductive healthcare that you lawfully obtained.

- b. **Uses and Disclosures for Which We Will Require an Attestation.** We will not use or disclose your health information that is potentially related to reproductive health care for:
  - i. Health oversight activities (as described in Section 2(d) above);
  - ii. Judicial and administrative proceedings (as described in Section 2(e) above);
  - iii. Law enforcement purposes (as described in Section 2(f) above); or to
  - iv. Coroners and medical examiners (as described in Section 2(g) above)

UNLESS we receive a valid attestation from the person requesting the use or disclosure that their request is not related to the prohibited purposes listed above in Section 6(a).

For example, if we receive a subpoena requesting medical records of reproductive health care that you lawfully obtained that is accompanied by a valid attestation that the subpoena relates to investigating a doctor suspected of malpractice, we would be able to lawfully disclose your information.

**7. Obtaining Your Authorization for Other Uses and Disclosures.** We will not use or disclose your health information for any purpose not specified in this Notice unless we obtain your express written authorization or the authorization of your legally appointed representative. If you give us your authorization, you may revoke it at any time by providing us with a written notice stating that you wish to revoke your authorization, in which case we will no longer use or disclose your health information for the purpose you authorized, except to the extent that we have relied on your prior authorization to provide your care.

**8. Potential for Redisclosure.** We want you to be aware that when we disclose your information as described in this Notice, either with or without your authorization, it has the potential to be redisclosed by the person receiving the information, and the information is no longer subject to the protections we've described, or protected by the laws with which we comply.

## Your Rights Regarding Your Health Information

You have the following rights regarding your health information:

**1. Right to Inspect and Copy.** You have the right to inspect or request a copy of health information about you that we maintain. Your request should describe the information you want to review and the format in which you wish to review it, which we will reasonably provide, usually within 30 days of your request. We may refuse to allow you to inspect or obtain copies of this information in certain limited cases. If permitted by federal and state law, we may charge you a fee for copies of your record.

**2. Right to Request Amendments.** You have the right to request changes to any health information we maintain about you if you state a reason why this information is incorrect or incomplete. But, we do not have to agree to make the changes you request. If we do not agree with the requested changes, we will notify you in writing and inform you how to have your objection included in our records. If changes are made to your record, it does not mean that we will destroy or rewrite your previous records, but we will add an addendum to your current records to reflect your changes.

**3. Right to an Accounting of Disclosures.** You have the right to receive a list of the disclosures of your health information by us. The list will not include disclosures made for certain purposes, including disclosures for treatment, payment, or health care operations, or disclosures you authorized in writing. Your request should specify the period covered by your request, which cannot exceed six years. The first time you request a list of disclosures in any 12-month period, it will be provided at no cost. If you request additional lists within the 12-month period, we may charge you a nominal fee.

**4. Right to Request Restrictions.** You have the right to request restrictions on the ways in which we use and disclose your health information for treatment, payment, and health care operations, or disclose this information to disaster relief organizations or individuals who are involved in your care. Although we do not have to agree to the restrictions you request if they would affect your care, we would be bound by any restrictions to which we both agree.

**5. Right to Request Confidential Communications.** You have the right to ask us to send health information to you in a different way or at a different location, which we will accommodate if the request is reasonable. For example, if you are afraid that someone living with you may open your mail, resulting in harm, you may ask us to mail to an alternate address. Your request for an alternate form of communication should also specify where and/or how we should contact you.

**6. Right to Paper Copy of Notice.** You have the right to receive a paper copy of this Notice at any time. You may obtain a paper copy of this Notice by contacting our Privacy team at [customer-care@myolaris.com](mailto:customer-care@myolaris.com) or 1-617-981-4784. You may also print out a copy of this Notice by visiting our website at [www.myolaris.com](http://www.myolaris.com).

### Complaints

If you believe your privacy rights have been violated, you may file a complaint with us by writing to our Privacy Official. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. We will not penalize or retaliate against you for filing a complaint.

### **Changes to This Notice**

We may change the terms of this Notice at any time. If the terms of the Notice are changed, the new terms will apply to all of your health information, whether created or received by us before or after the date on which the Notice is changed. Any updates to the Notice will be made available on [www.mylaris.com](http://www.mylaris.com) within 60 days of the date on which they become effective.

This Notice is effective: September 5, 2024

Last updated: September 5, 2024.