LDS NOTICE OF PRIVACY PRACTICES

Limitless Driving Solutions, LLC (LDS)

Effective Date: November 10, 2026

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

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

1. OUR COMMITMENT TO YOUR PRIVACY

Limitless Driving Solutions, LLC (LDS) is committed to protecting the privacy and security of your personal information and protected health information (PHI).

LDS provides occupational therapy driving rehabilitation services, including clinical assessments, behind-the-wheel evaluations, driver rehabilitation recommendations, adaptive equipment recommendations, and related services.

We collect and maintain information necessary to evaluate functional driving abilities, document clinical findings, coordinate services, communicate with clients and healthcare providers, and operate our practice.

When LDS is subject to the Health Insurance Portability and Accountability Act (HIPAA), we are required by law to:

- Maintain the privacy and security of your protected health information.
- Provide you with this notice explaining our legal duties and privacy practices.
- Follow the terms of the notice currently in effect.
- Notify you if a breach occurs that may have compromised the privacy or security of your unsecured protected health information.

This notice applies to information collected through evaluations, intake forms, telephone calls, voicemail, email, text messaging, electronic documentation, and other interactions with LDS.

2. INFORMATION WE COLLECT

Depending on the services you receive, we may collect the following information:

A. Personal Identification and Contact Information

- Full name, date of birth, and contact information.
- Mailing and residential address.
- Email address and telephone/mobile phone number.
- Emergency contact information.
- Names and contact information of family members, caregivers, and authorized representatives.
- Physician and referring provider information.

B. Health and Clinical Information

- Medical history, diagnoses, medications, and relevant health conditions.
- Physical, cognitive, visual, sensory, and functional assessment results.
- Occupational therapy evaluations and clinical observations.
- Physician orders, referrals, medical clearances, and relevant medical documentation.
- Clinical notes, evaluation reports, recommendations, and other documentation related to services provided.

C. Driving and Mobility Information

- Driving history, current driving habits, and relevant driving concerns.
- Driver's license and relevant licensing information.
- Vision, cognition, physical function, reaction time, and behind-the-wheel evaluation results.
- Medical conditions or functional limitations that may affect driving.
- Driving performance, observed errors, and safety concerns.
- Recommendations regarding driving safety, restrictions, adaptive equipment, and alternative transportation.
- Information shared with referring physicians and, when authorized or legally required, state driver licensing authorities.

D. Payment and Administrative Information

- Payment records, invoices, receipts, and billing information.
- Insurance or other payment information when applicable.
- Referral documentation and service authorization information.
- Appointment records and communication history.

E. Electronic Communication and Text Messaging Information

When you interact with LDS through electronic forms, telephone systems, email, or text messaging services, we may collect:

- Telephone/mobile phone numbers and email addresses.
- SMS consent and opt-in records, including the date, time, and method of consent.
- Text message content and communication history.
- Appointment requests, service inquiries, and information you voluntarily submit.
- Basic website or electronic system usage and technical information when collected.

We may obtain information directly from you, your authorized representative, referring physicians, healthcare providers, and other sources when permitted by law.

3. HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION

The following describes common ways we may use and disclose your protected health information. Not every use or disclosure is listed, but all permitted uses and disclosures will fall within the categories described below or otherwise be permitted or required by law.

A. Treatment

We may use and disclose your health information to provide, coordinate, or manage your healthcare and related services.

Examples include:

- Conducting occupational therapy driving rehabilitation evaluations.
- Reviewing medical history and physician orders.
- Performing clinical, cognitive, visual, physical, and behind-the-wheel assessments.
- Developing recommendations regarding driving safety, restrictions, adaptive equipment, or alternative transportation.
- Communicating evaluation findings and recommendations to your referring physician or other healthcare providers involved in your care.
- Coordinating services with other healthcare professionals when appropriate.

B. Payment

We may use and disclose your health information to obtain payment for services provided.

Examples include:

- Preparing invoices and processing payments.
- Providing documentation to a responsible party or authorized payer.
- Verifying applicable benefits or payment arrangements.

- Submitting claims or supporting documentation when applicable.

C. Healthcare Operations

We may use and disclose your health information for activities necessary to operate our practice and support quality healthcare services.

Examples include:

- Maintaining and reviewing clinical documentation.
- Scheduling and coordinating appointments.
- Evaluating the quality and effectiveness of our services.
- Training and supervising authorized personnel.
- Managing referrals, administrative functions, and compliance activities.
- Using electronic medical record and other secure business systems.

D. Appointment Reminders and Service Communications

We may contact you to provide appointment reminders, scheduling information, follow-up communications, referral coordination, service updates, and other information related to services you have requested.

Communications may occur by telephone, voicemail, email, or text message, depending on your preferences and applicable consent requirements.

E. Individuals Involved in Your Care or Payment

We may disclose relevant health information to a family member, caregiver, or other person involved in your care or payment for services when you agree, when you have been given an opportunity to object and do not object, or when otherwise permitted by law.

If you are unable to agree or object due to an emergency or incapacity, we may disclose information when, in our professional judgment, doing so is in your best interest and permitted by law.

F. Other Uses and Disclosures Permitted or Required by Law

We may use or disclose your health information without your written authorization when permitted or required by applicable law. Examples include:

- Public health and safety activities when legally authorized.
- Reporting suspected abuse, neglect, or domestic violence when required or permitted by law.
- Healthcare oversight activities, such as audits, investigations, inspections, and licensing activities.

- Workers' compensation matters as authorized by law.
- Law enforcement requests when legally authorized.
- Court orders, subpoenas, and other lawful proceedings.
- Coroners, medical examiners, and funeral directors when legally authorized.
- Preventing or reducing a serious and imminent threat to health or safety.
- Certain government functions, including military, national security, and correctional institution activities when applicable.

We will disclose only the information permitted or required for the applicable purpose.

G. Disclosures to State Driver Licensing Authorities

Driving rehabilitation findings may be shared with a state driver licensing authority when you authorize the disclosure, when required by law, or when otherwise permitted by applicable law.

An evaluation or recommendation does not automatically authorize LDS to disclose your information to a licensing authority. We will follow applicable legal requirements and any required authorization or reporting procedures.

4. THIRD-PARTY SERVICE PROVIDERS AND INFORMATION SHARING

We may use trusted third-party service providers to support our operations. These may include:

- Electronic medical record and clinical documentation platforms.
- Scheduling and administrative software.
- Secure electronic communication and fax services.
- Payment processing services.
- Telephone and SMS messaging platforms.
- Website hosting and technology providers.

These service providers may access or process information only as reasonably necessary to perform services on our behalf and subject to applicable confidentiality, contractual, and legal requirements.

When HIPAA applies, we obtain appropriate Business Associate Agreements (BAAs) from vendors that qualify as business associates and are required to have them.

We do not sell, rent, or exchange your personal information, medical information, or mobile phone number for marketing purposes.

SMS OPT-IN INFORMATION AND SHARING

Your mobile number and consent to receive text messages are used to facilitate communications from LDS.

No mobile opt-in message consent will be shared with third parties or affiliates for marketing or promotional purposes.

Specifically:

- Your mobile phone number and SMS opt-in consent will not be sold, rented, or shared with third parties for their independent marketing or promotional purposes.
- We do not provide SMS consent records to outside companies for their marketing campaigns.
- Your mobile number and consent information may be shared with our SMS platform, telecommunications providers, and other service providers solely as necessary to deliver, manage, and support authorized text communications on our behalf.
- These service providers are not authorized to use your mobile opt-in information for their own marketing purposes.

5. TEXT MESSAGING (SMS) PRIVACY AND CONSENT

If you voluntarily opt in to receive SMS communications from Limitless Driving Solutions, you may receive messages related to conversations, customer care, appointment scheduling and reminders, referral coordination, service updates, and other communications related to services you have requested.

Text messaging terms:

- SMS consent is voluntary and is not a condition of purchasing services or receiving care.
- Messaging frequency may vary.
- Message and data rates may apply depending on your mobile carrier and wireless plan.
- Reply STOP to unsubscribe at any time.
- Reply HELP for assistance.
- You may withdraw your consent at any time without affecting your ability to receive services.

Opting out of SMS does not automatically opt you out of other forms of communication, such as telephone calls or email, unless you separately request otherwise.

For additional information, please review our separate **SMS Text Messaging Terms & Conditions**:

[INSERT DIRECT LINK TO LDS SMS TEXT MESSAGING TERMS & CONDITIONS]

Important Privacy Consideration: Standard SMS text messages may not be fully secure. Please avoid sending sensitive medical, financial, or other confidential information through ordinary text messages. You may request an alternative method of communication.

6. YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

When HIPAA applies, you have the following rights regarding your protected health information:

A. Right to Inspect and Obtain Copies

You may request access to or copies of your medical records and other protected health information maintained by LDS.

Requests must be submitted in writing. We generally respond within 30 days. If additional time is legally permitted and needed, we will notify you of the reason for the delay and the expected response date.

Reasonable, legally permitted fees may apply for copies.

B. Right to Request an Amendment

You may request that we correct or amend information you believe is inaccurate or incomplete.

Requests must be submitted in writing and include an explanation. We may deny a request under certain circumstances permitted by law. If we deny your request, we will provide a written explanation and information about your right to submit a statement of disagreement.

C. Right to Request Confidential Communications

You may request that we contact you in a specific manner or at a particular location.

For example, you may request that we contact you by email rather than telephone or use an alternate mailing address. We will accommodate reasonable requests.

D. Right to Request Restrictions

You may request restrictions on how we use or disclose your health information for treatment, payment, or healthcare operations.

We are not required to agree to every request, except where the law requires us to honor a restriction.

If you pay for a service or healthcare item out-of-pocket in full, you may request that we not disclose information about that service to your health insurer for payment or healthcare operations purposes, unless disclosure is otherwise required by law.

E. Right to an Accounting of Disclosures

You may request a list of certain disclosures of your health information made by LDS during the six years preceding your request.

The accounting will not include certain disclosures, such as those made for treatment, payment, and healthcare operations, or other disclosures excluded by law.

Your first accounting request within a 12-month period is generally free. Reasonable, legally permitted fees may apply for additional requests.

F. Right to a Paper Copy

You may request a paper copy of this Notice of Privacy Practices at any time, even if you previously agreed to receive it electronically.

G. Right to Choose Someone to Act for You

If someone has legal authority to act on your behalf, such as a legal guardian or authorized healthcare representative, that person may exercise your privacy rights as permitted by law.

H. Right to Be Notified of a Breach

You have the right to be notified if a breach of your unsecured protected health information occurs when notification is required by law.

I. Right to File a Complaint

If you believe your privacy rights have been violated, you may file a complaint with LDS or with the U.S. Department of Health and Human Services, Office for Civil Rights.

You will not be retaliated against, penalized, or denied services for filing a privacy complaint.

7. USES AND DISCLOSURES REQUIRING YOUR WRITTEN AUTHORIZATION

Uses and disclosures of your protected health information not described in this notice or otherwise permitted or required by law will require your written authorization when required by HIPAA.

Examples include:

- Certain uses or disclosures of your information for marketing purposes.
- Sale of protected health information.
- Other uses or disclosures that require authorization under applicable law.

If you provide written authorization, you may revoke it at any time by submitting a written request. Revocation will not affect information already used or disclosed in reliance on your authorization.

8. SPECIAL PROTECTIONS FOR SUBSTANCE USE DISORDER RECORDS

Certain substance use disorder (SUD) treatment records are protected by additional federal confidentiality requirements under 42 CFR Part 2.

LDS is not a substance use disorder treatment program. However, we may receive or maintain records that are subject to Part 2 when provided by another covered provider or program.

If we receive or maintain records protected by Part 2, we will handle those records in accordance with applicable federal confidentiality requirements.

Part 2 records may be subject to additional restrictions on their use and disclosure. In particular, records protected by Part 2 generally may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against the individual without the individual's written consent or a qualifying court order, as required by law.

When applicable, we will honor the additional privacy protections and individual rights associated with these records.

9. OUR RESPONSIBILITIES

When HIPAA applies, LDS is required by law to:

- Maintain the privacy and security of your protected health information.
- Provide you with this notice describing our legal duties and privacy practices.
- Follow the terms of the notice currently in effect.
- Notify you if a breach occurs that may have compromised the privacy or security of your unsecured protected health information.
- Limit uses and disclosures of your information to those permitted or required by law.
- Require appropriate confidentiality protections from workforce members and applicable third-party service providers.

We reserve the right to change our privacy practices and the terms of this notice, as permitted by law. Any revised notice will apply to the protected health information we maintain. We will make the revised notice available upon request and post it on our applicable website when required.

10. CONTACT INFORMATION AND PRIVACY COMPLAINTS

For questions regarding this notice, requests concerning your health information, or privacy complaints, please contact:

Privacy Officer: Kristen Lienhop

Limitless Driving Solutions, LLC

Email: kristen@limitlessathome.com
Phone: 816-300-1555

U.S. Department of Health and Human Services
Office for Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201
Phone: 1-877-696-6775
Website: https://www.hhs.gov/hipaa/filing-a-complaint/

You may contact LDS directly or file a complaint with the Department of Health and Human Services. We will not retaliate against you for exercising your privacy rights.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

I acknowledge that I have been offered access to the Notice of Privacy Practices for Limitless Driving Solutions, LLC.

I understand that this notice explains how my protected health information may be collected, used, and disclosed, my privacy rights, and how I may exercise those rights.

I understand that I may request a paper copy of this notice at any time.

Client Name: _____

Signature: _____

Date: _____

Representative Name (if applicable): _____

Relationship to Client: _____

If the client or representative declines to sign, document the reason, if known:

Staff Signature: _____

Date: _____

This acknowledgment documents receipt of the notice or the practice's good-faith effort to obtain acknowledgment. It does not constitute consent to receive SMS messages. SMS consent is obtained separately and voluntarily.