

Notice Of Privacy Practices For Protected Health Information For The Discount Tire Co. / America's Tire Co. Group Health Insurance Plan

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

The Plan's Duties

- 1. Safeguard The Privacy Of Your Protected Health Information ("PHI")**. Federal law requires that the Discount Tire Co./America's Tire Co. Group Health Insurance Plan (the "Plan") safeguard the privacy of your "protected health information" or PHI. "PHI" includes all, individually identifiable information created or received by, or on behalf of the Plan relating to your past, present or future physical or mental health condition, treatment of/for that condition, or payment for that treatment.
- 2. Notify You Of The Plan's Privacy Policies**. Federal law requires that the Plan notify you of the Plan's legal duties and privacy policies and procedures with respect to your PHI. This Notice is intended to satisfy that requirement.
- 3. Use And Disclose Your PHI Only As Described In This Notice**. The Plan will abide by the terms of this Notice as long as it remains in effect. The Plan will use and disclose your PHI without first obtaining your written authorization only as described in this Notice. If the Plan obtains your written authorization for a use or disclosure not described in this Notice, you may revoke or modify that authorization at any time by submitting the appropriate form to the Privacy Official designated on page 5 below. The Privacy Official will provide you with a copy of the form upon request.

How The Plan Will Use And Disclose Your PHI Without Your Authorization

- 1. Uses And Disclosures For Treatment**. The Plan will use and disclose your PHI for "treatment". "Treatment" includes the provision, coordination or management of healthcare and related services by one or more health care providers, including, but not limited to the referral of a patient from one health care provider to another. For example, the Plan might use your PHI to provide information to your general practitioner concerning specialists within the Plan's network to whom you can be referred for a specific type of treatment.
- 2. Uses And Disclosures For Payment**. The Plan will use and disclose your PHI for "payment". "Payment" includes, but is not limited to, claims processing, claims payment, payroll deductions and eligibility determinations. For example, the Plan will use your PHI to determine whether you are entitled to benefits and, if you are, to prepare a check to reimburse you.
- 3. Uses And Disclosures For Health Care Operations**. The Plan will use and disclose your PHI for "health care operations". "Health care operations" includes, but is not limited to, securing or placing a contract for reinsurance of risk relating to claims for health care; arranging for medical review, legal services, auditing functions, and fraud and abuse detection programs; business planning and development; investigating and resolving complaints of privacy violations; responding to inquiries from the U.S. Department of Health and Human Services ("HHS"); and business management and general administrative activities. For example, the Plan may review your PHI to determine whether it must be produced in response to a request by HHS.
- 4. Disclosures To The Plan Sponsor**. The sponsor of the Plan is Discount Tire Co./America's Tire Co. The Plan will disclose your PHI to the Company's in-house benefits administrators so that they can perform "Plan administration functions." Plan administration functions include, but are not limited to, claims processing, eligibility, determinations, and appeals from denials of coverage. The Company's in-house benefits administrators are prohibited from using or disclosing your PHI for employment-related decisions.
- 5. Disclosures To Business Associates**. The Plan has contracted with one or more third parties (referred to as a business associate) to use and disclose your PHI to perform services for the Plan. The Plan will disclose your PHI to a business associate only after securing the business associate's written agreement to safeguard the privacy of your PHI.

How The Plan Might Use Or Disclose Your PHI Without Your Authorization

1. **Uses Or Disclosures Required By Law.** The Plan may use or disclose your PHI as required by any statute, regulation, court order or other mandate enforceable in a court of law.
2. **Disclosures For Workers' Compensation.** The Plan may disclose your PHI as required or permitted by state or federal workers' compensation laws.
3. **Disclosures To Family Members Or Close Personal Friends.** The Plan may disclose your PHI to a family member or close personal friend who is involved in your treatment or payment for your treatment if (a) you are present and agree to the disclosure, or (b) you are not present or you are not capable of agreeing, and the Plan determines that it is in your best interest to disclose the information.
4. **Disclosures For Judicial And Administrative Proceedings.** The Plan may disclose your PHI in an administrative or judicial proceeding in response to a subpoena or a request to produce documents. The Plan will disclose your PHI in these circumstances only if the requesting party first provides the Plan with written documentation that the privacy of your PHI will be protected.
5. **Disclosures For Law Enforcement Purposes.** The Plan may disclose your PHI for law enforcement purposes to a law enforcement official, such as in response to a grand jury subpoena.
6. **Incidental Uses And Disclosures.** The Plan may use or disclose your PHI in a manner which is incidental to the uses and disclosures described in this Notice.
7. **Disclosures For Public Health Activities.** The Plan may disclose your PHI to a government agency responsible for preventing or controlling disease, injury, disability, or child abuse or neglect. The Plan may disclose your PHI to a person or entity regulated by the Food and Drug Administration ("FDA") if the disclosure relates to the quality or safety of an FDA-regulated product, such as a medical device.
8. **Disclosures For Health Oversight Activities.** The Plan may disclose your PHI to a government agency responsible for overseeing the health care system or health-related government benefit programs.
9. **Disclosures About Victims Of Abuse, Neglect, Or Domestic Violence.** The Plan may disclose your PHI to the responsible government agency if the Plan (a) reasonably believes that you are a victim of abuse, neglect, or domestic violence, and (b) is required or permitted by law to make the disclosure. The Plan will promptly inform you that such a disclosure has been made unless the Plan determines that informing you or your personal representative would not be in your best interests.
10. **Uses And Disclosures To Avert A Serious Threat To Health or Safety.** The Plan may use or disclose your PHI to reduce a risk of serious and imminent harm to another person or to the public.
11. **Disclosures To HHS.** The Plan may disclose your PHI to HHS, the government agency responsible for overseeing the Plan's compliance with federal privacy law and regulations.
12. **Disclosures For Research.** The Plan may use or disclosure your PHI for research, subject to conditions. "Research" means systemic investigation designed to contribute to generalized knowledge.
13. **Disclosures In Connection With Your Death Or Organ Donation.** The plan may disclose your PHI to a coroner for identification purposes, to a funeral director for funeral purposes, or to an organ procurement organization to facilitate transplantation of one of your organs.

The Plan's Disclosures With Your Prior Authorization

The Plan will obtain your written authorization, when required to do so by applicable law, before disclosing any of the following categories of information:

1. **Psychotherapy Notes.** Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose

such notes, without your authorization, when needed by the Plan to defend against litigation filed by you.

2. **HIV Status**, Infection Or Test Results. "HIV" means human immunodeficiency virus. "HIV infection" means infection with HIV or any other related virus identified as a probable causative agent of AIDS. "AIDS" means acquired immunodeficiency syndrome.

3. **Other Serious Communicable Diseases**. "Serious communicable diseases" are diseases that, under the law of the state where you work, are subject to strict limitations on disclosure by a recipient of information indicating that you suffer from the disease. Possible examples of a "serious communicable disease" include Syphilis, Herpes genitalis and Hepatitis C.

4. **Results Of Genetic Testing**. "Genetic testing" means any laboratory test of human DNA-RNA or chromosomes that is used to identify the presence or absence of alterations in genetic material which are associated with disease, illness, or a mental or physical disorder or susceptibility thereto. "Genetic testing" includes only those tests which are direct measures of such alterations. "Genetic testing" does not include chemical, blood or urine analyses that are widely accepted and used in clinical practice and are not used to determine genetic traits.

Your Privacy Rights As A Participant In The Plan

1. **Right To Review Your PHI**. You may make an oral request to the Privacy Official (designated at page 5, below) to review your PHI on file with the Plan. The Privacy Official will arrange for your review within 30 days of your request unless the PHI is not available on-site, in which case the review will occur within 60 days of your request. The Plan may extend the deadline by up to an additional 30 days. The Plan will provide you with a written explanation of any denial of access.

2. **Right To Receive Photocopies Of Your PHI**. You may request photocopies of your PHI on file with the Plan by submitting the appropriate form (available from the Privacy Official, designated at page 5, below) to the Privacy Official. The Plan will mail the photocopies to you within 30 days of your request unless the PHI is not available on-site, in which case the Plan will mail the photocopies within 60 days of your request. The Plan may extend the deadline for mailing by up to 30 days. The Plan will provide you with a written explanation of any denial of your request for photocopies.

The Plan may charge you a reasonable, cost-based fee for photocopies or for mailing. If there will be a charge, the Privacy Official will first contact you to determine whether you wish to modify or withdraw your request.

3. **Right To Amend PHI**. You may amend your PHI on file with the Plan by submitting the appropriate request form (available from the Privacy Official, designated at page 5, below) to the Privacy Official. The Plan will respond to your request within 60 days. The Plan may extend the deadline by up to an additional 30 days. If the Plan denies your request to amend, the Plan will provide a written explanation of the denial. You would then have 30 days to submit a written statement explaining your disagreement with the denial. Your statement of disagreement would be included with any future disclosure of the disputed PHI.

4. **Right To An Accounting Of Disclosures Of Your PHI**. You may request an accounting of the Plan's disclosures of your PHI by submitting the appropriate form (available from the Privacy Official, designated at page 5, below) to the Privacy Official. The Plan will provide the accounting within 60 days of your request. The Plan may extend the deadline by up to an additional 30 days. The accounting will exclude the following disclosures: (a) disclosures for "treatment," "payment" or "health care operations", (b) disclosures to you or pursuant to your authorization, (c) incidental disclosures, and (d) disclosures made before April 14, 2003.

The Plan will provide the first accounting during any 12-month period without charge. The Plan may charge a reasonable, cost-based fee for each additional accounting during the same 12-month period. If there will be a charge, the Privacy Official will first contact you to determine whether you wish to modify or withdraw your request.

5. **Right To Request Additional Restrictions On The Use Or Disclosure Of Your PHI**. You may request that the Plan place restrictions on the use and disclosure of your PHI for "treatment", "payment" or for "health care operations" in addition to the restrictions required by

federal law by submitting the appropriate request form (available from the Privacy Official, designated at page 5, below) to the Privacy Official. The Plan will notify you in writing within 30 days of your request whether it will agree to the requested restriction. The Plan is not required to agree to your request.

6. **Right To Request Communications By Alternative Means Or To An Alternative Location.** The Plan will honor your reasonable request to receive PHI by alternative means, or at an alternative location, if you submit to the Privacy Official (designated at page 5, below) a signed statement that the Plan's delivery of PHI by mail to the address listed in the Plan's records could endanger you.

7. **Right To A Paper Copy Of This Notice.** You may request that the Privacy Official (designated at page 5, below) provide you with a paper copy of this Notice at any time.

A Note About Personal Representatives

All of the rights described above may be exercised by your personal representative after the personal representative has provided the Plan with proof of his or her authority to act on your behalf. Proof of authority may be established by (a) a power of attorney for health care purposes notarized by a notary public, (b) a court order appointing the person to act as your conservator or guardian, or (c) any other document which the Plan, in its sole and absolute discretion, deems appropriate.

Your Right To File A Complaint

If you believe that your privacy rights have been violated because the Plan has used or disclosed your PHI in a manner inconsistent with this Notice, because the Plan has not honored your rights as described in this Notice, or for any other reason, you may file a complaint in one, or both, of the following ways:

1. **Internal Complaint:** Within 180 days of the date you learned of the conduct, you can submit a complaint using the appropriate complaint form to the Privacy Official designated at page 5, below. You can obtain a complaint form from the Privacy Official.

2. **Complaint To HHS:** You may submit a complaint by mail to the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Ave., S.W., Washington, D.C. 20201.

The Plan's Anti-Retaliation Policy

The Plan will not retaliate against you for submitting an internal complaint, a complaint to HHS, or for exercising your other rights as described in this Notice or under applicable law.

Whom To Contact For More Information About The Plan's Privacy Policies And Procedures

If you have any questions about this Notice, or about how to exercise any of the rights described in this Notice, you should contact the Plan's Privacy Official by mail c/o Discount Tire Co./America's Tire Co., 20225 North Scottsdale Road, Scottsdale, AZ 85255, or call 480-606-6000 and ask for the Privacy Official.

Revisions To The Privacy Policy And To The Notice

The Plan has the right to change this Notice or the Plan's privacy policies and procedures at any time. If the change to the Plan's privacy policies and procedures would have a material impact on your rights, the Plan will notify you of the change by promptly mailing a revised Notice to you which reflects the change. Any change to the Plan's privacy policies and procedures, or to the Notice, will apply to your PHI created or received before the revision.