



To associates and eligible dependents:

As an associate or eligible dependent covered by a Walmart medical, HMO, dental and/or vision plan you have certain rights under the law including:

- Consolidated Omnibus Budget Reconciliation Act ("COBRA") provides you the right to continue your medical, HMO, dental and/or vision coverage when certain events occur, such as the termination of your (the associate's) employment with Walmart.
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") protects your personal health information (PHI) and defines under what situations it is permissible to use or disclose your PHI.
- The Women's Health and Cancer Rights Act of 1998 ("WHCRA") describes your rights following a mastectomy or breast removal procedure.
- Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage options.

The enclosed materials are for your information only. No action is required.

For more information, see the 2024 Associate Benefits Book on One.Walmart.com. For Global Assignees, see the applicable insurance policy.

If you have questions concerning your rights under COBRA, HIPAA, or WHCRA, you can:

- Call the U.S. Department of Labor's (DOL) Employee Benefits Security Administration at (866) 444-3272;
or
- Visit the DOL website at www.dol.gov/ebsa.

Thank you,

Walmart People Services

GENERAL COBRA NOTICE FOR ASSOCIATES AND THEIR COVERED DEPENDENTS

Introduction

You are receiving this notice because you recently became covered under the Walmart Inc. Associates' Health and Welfare Plan ("Plan"). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to receive it. It is important that all individuals covered under the medical, dental or vision benefits offered by the Plan, including benefits insured by Blue Cross Blue Shield Global, the Global Assignee Plan, participating health maintenance organizations ("HMOs") and the PPO Plan, read this notice carefully, be familiar with its contents, and retain it for their records.**

Under a federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), covered associates and their covered spouses/partners and dependent children ("qualified beneficiaries") have the right to elect temporary health care continuation coverage ("COBRA continuation coverage") when such coverage would otherwise end due to those "qualifying events" listed below. Qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage, but the cost is based on group rates. COBRA applies to the Plan's medical, dental or vision benefits, including those self-insured by Walmart Inc. those insured by Blue Cross Blue Shield Global, the Global Assignee Plan, HMOs, and the PPO Plan.

When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace ("Marketplace"). By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. You can learn more about many of these options at www.HealthCare.gov. In addition, you may qualify for Medicaid or a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees.

This notice does not fully describe COBRA continuation coverage or other rights under the Plan. For additional information about your rights and obligations under the Plan and under federal law, you should review the COBRA and Legal information sections of the Associates Benefits Book or for Global Assignees, the applicable insurance policy or contact the Plan Administrator at:

**Mail Stop 3610 Plan Administrator
Senior Vice President, U.S. Benefits
Associates' Health and Welfare Plan
508 SW 8th St
Mail Stop #3610
Bentonville, AR 72716-3610
(479) 621-2058**

QUALIFYING EVENTS

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event.

For covered associates: You will be a qualified beneficiary and eligible to elect to continue medical, dental or vision benefits, if you lose coverage under the Plan because of either of the following qualifying events:

- Your employment with Walmart ends for any reason, or
- You are no longer eligible for medical coverage because the number of hours you regularly work for Walmart has decreased.

For covered spouses/partners: If you are the spouse or partner (as such term is defined below) of a covered associate and are covered by the Plan's medical, dental or vision benefits, you will be a qualified beneficiary and

eligible to elect to continue the benefits if you lose coverage under the Plan because of any of the following qualifying events:

- The associate's employment with Walmart ends for any reason;
- You are no longer eligible for medical, dental or vision coverage because the number of hours the associate regularly works for Walmart has decreased;
- The death of the associate;
- You and the associate divorce or legally separate;
- You and the associate are no longer "partners" as that term is defined by the Plan. A partner is defined as any of the following:
 - Your domestic partner, as long as you and your domestic partner:
 - ◆ Are in an ongoing, exclusive and committed relationship similar to marriage and have been for at least 12 months and intend to continue indefinitely;
 - ◆ Are not married to each other or anyone else;
 - ◆ Meet the age for marriage in your home state and are mentally competent to consent to contract;
 - ◆ Are not related to each other in a manner that would bar marriage in the state in which you live; and
 - ◆ Are not in the relationship solely for the purpose of obtaining benefits coverage.
 - Any other person with whom you are joined in a legal relationship recognized as creating some or all of the rights of marriage by the state or country in which the relationship was created.
- The associate enrolls in Medicare benefits Part D (the associate or covered dependent must contact Walmart People Services by calling 800-421-1362 within 60 days of enrolling in Medicare Part D.)

For covered dependent children: If you are the dependent child of a covered associate and are covered by the Plan's medical, dental or vision benefits, you will be a qualified beneficiary and eligible to elect to continue the benefits if you lose coverage under the Plan because of any of the following qualifying events:

- The associate's employment with Walmart ends for any reason;
- You are no longer eligible for medical, dental or vision coverage because the number of hours the associate regularly works for Walmart has decreased;
- The death of the associate;
- Your parent and the associate divorce, legally separate, or cease to be partners;
- You no longer meet dependent eligibility requirements; or
- The associate enrolls in Medicare benefits Part D (the associate or covered dependent must contact Walmart People Services by calling 800-421-1362 within 60 days of enrolling in Medicare Part D).

Note: If a child is born to or placed for adoption with a covered associate or former associate during any period the associate or former associate has continued coverage under COBRA, the child is a qualified beneficiary and eligible to elect COBRA coverage. The child's COBRA coverage period will be determined according to the date of the qualifying event that gave rise to the covered associate's or former covered associate's COBRA coverage.

NOTIFICATION REQUIREMENTS TO PROTECT YOUR COBRA RIGHTS

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan's administrator has been notified that a qualifying event has occurred. In general, Walmart will notify WageWorks, Inc. (a HealthEquity company), the Plan's Third Party Administrator for COBRA ("the COBRA Administrator") if you or your dependents become eligible for COBRA continuation coverage because of your death, termination of employment, a reduction in hours of employment that makes you ineligible for coverage under the Plan or you enroll in Medicare Part D. You or your dependent must notify People Services if you enroll in Medicare Part D. Walmart will generally make this notification to the COBRA administrator within 30 days after the qualifying event.

Under the law, **you or your eligible dependent is responsible for notifying Walmart People Services of your divorce, legal separation, termination of your relationship with a partner, or a child's loss of dependent status. You will need to notify Walmart People Services, even if you made changes online to modify your coverage as a result of one of these life events. This is in addition to any online life event session you may have completed. The notification must be made within 60 days after the qualifying event (or the date on which coverage would end because of the qualifying event, if later).**

You or your eligible dependent can provide notice on your behalf or on behalf of any eligible dependent affected by the qualifying event. Provide notice of the qualifying event to the Walmart People Services by calling **800-421-1362** or writing to:

Walmart People Services
805 Moberly Lane
Bentonville, AR 72712-3501

The notice must include the following information:

- Name of the covered associate
- Address of the covered associate
- Type of qualifying event
- Date of qualifying event
- Name of dependent(s) losing coverage
- Address of the dependent(s) losing coverage (if different from the covered associate's address).

If you do not contact Walmart People Services within this 60-day period, your covered dependent will lose your right to elect COBRA continuation coverage. To protect your covered dependent's rights, let People Services know about any changes in addresses of family members. You should keep a copy of any notices you send to People Services and/or WageWorks, Inc. for your records.

ELECTION PERIOD

Within 14 days after the COBRA Administrator receives notification that a qualifying event has occurred, the COBRA Administrator, on behalf of the Plan, will notify qualified beneficiaries of their right to elect COBRA coverage and send a COBRA election notice to each qualified beneficiary at your last known address. For qualifying events for which you are required to provide notice, the COBRA Administrator will send the COBRA election notice within 14 days after you provide notice that the qualifying event has occurred. The election notice will describe your right to continue medical, dental or vision coverage under COBRA. (If you do not receive this notification, please contact Walmart People Services.) To receive COBRA continuation coverage, the qualified beneficiary must elect the coverage through the COBRA Administrator within 60 calendar days from the date coverage is lost or, if later, the date of the election notice. An election is considered made on the date it is sent to the COBRA Administrator. You can contact the COBRA Administrator by logging on to **mybenefits.wageworks.com** or by calling **800-570-1863**. If you do not elect COBRA continuation coverage within the 60-day period, you will lose your right to elect COBRA coverage.

NOTE: You may be asked to provide documentation of the qualifying event in order to receive COBRA coverage. Notify the COBRA Administrator of any change of address if you elect COBRA coverage.

You and each qualified beneficiary will have an independent right to elect COBRA continuation coverage. However, you, or your covered spouse or partner who is a qualified beneficiary, may elect COBRA coverage for all of your family members who lost coverage because of the qualifying event for administrative convenience. In addition, a parent may elect COBRA coverage on behalf of a minor eligible dependent and a legal representative or the estate of a qualified beneficiary may make an election on behalf of an incapacitated or deceased qualified beneficiary. A child born to or placed for adoption with you while you are on COBRA also has COBRA rights.

COBRA is provided subject to the eligibility requirements for continuation coverage for you and your eligible dependents under the law and the terms of the Plan. To the extent permitted by law, the Plan Administrator will retroactively terminate your COBRA coverage if you are later determined to be ineligible.

LENGTH OF COBRA COVERAGE

COBRA continuation coverage is a temporary continuation of coverage. The minimum period of coverage is generally 18-months and the longest period of coverage is 36-months.

18-month period. Each qualified beneficiary generally has the right to at least 18 months of COBRA coverage from the date of the qualifying event if coverage is lost due to the associate's termination of employment or a reduction in work hours. The 18-month period can be extended in two circumstances:

- **Disability:** The 18-month period may be extended to up to 29 months if the Social Security Administration determines that a qualified beneficiary is disabled and you notify the COBRA Administrator in a timely fashion. The disability must have started some time before the qualified beneficiary's 60th day of COBRA coverage and last at least until the end of the 18-month period of COBRA continuation coverage. All qualified beneficiaries with respect to the same qualifying event as the disabled qualified beneficiary are entitled to the extension of coverage. To be entitled to the extension, all of the following conditions must be met (1) The Social Security Administration determines that you or your eligible dependent is disabled; (2) The disability exists at any time within the first 60 calendar days of COBRA coverage; and (3) You and/or your eligible dependent(s) notify the COBRA Administrator of the Social Security Administration's disability determination by submitting a copy of the Social Security Administration Disability Determination Notice of Award letter to the COBRA Administrator within your initial 18-month COBRA period. In the absence of an official Notice of Award from Social Security, the Plan may accept other correspondence from the Social Security Administration if that correspondence explicitly includes all information the Plan needs in order to grant the extension and is submitted to the COBRA Administrator within the time frames listed above. Notice of any disability determination must be provided to the COBRA Administrator by phone or in writing at the address and telephone number listed below. Notice in any other manner or outside the time period forfeits your right to the additional extension. If there is a final determination that the qualified beneficiary is no longer disabled, the qualified beneficiary must notify the COBRA Administrator within 30 days of the Social Security Administration determination. In that event, COBRA coverage extended beyond the 18-month period will be terminated for all qualified beneficiaries.
- **Second Qualifying Events:** An extension of the 18-month period can occur if, during the 18 months of COBRA coverage (or during the 29-month coverage period, in the event of a disability extension), a second qualifying event that would entitle the associate's spouse/partner or children to 18 additional months of COBRA coverage (i.e., the associate's divorce, legal separation, termination of relationship, death, the associate's child losing dependent status, or the associate becomes enrolled in Medicare Part D occurs). In these circumstances, the 18 months of COBRA coverage may be extended to 36 months from the date of the original qualifying event, but only if the event would have caused the associate's spouse/partner or dependent child to lose coverage under the Plan had the first qualifying event not occurred. The extension is not available to the associate or former associate. If a second qualifying event occurs, it is the qualified beneficiary's obligation to notify the COBRA Administrator within 60 days of the event or loss of coverage following the event, if later, by phone or in writing at the address and telephone number listed below. Notice in any other manner or outside this time period forfeits your right to the additional extension. In no event will COBRA coverage last beyond 36 months from the date of the original qualifying event.

All required notices should be sent to WageWorks, Inc. at P.O. 226101, Dallas, TX 75222 or by fax to 877-353-2948. You may also call 800-570-1863.

36-month period. If the original qualifying event causing the loss of coverage was the associate's death, divorce, legal separation, termination of relationship, enrollment in Medicare Part D, or the associate's child losing status as an eligible dependent child under the Plan, then each qualified beneficiary losing coverage as a result of the event has the right to elect COBRA coverage up to 36 months from the date of the qualifying event. As described below, if you enroll in Medicare part A or B less than 18 months before a qualifying event due to termination of employment, or a reduction in hours of employment, your eligible dependents may have the right to elect an extended period of COBRA continuation coverage.

IF YOU ARE ENTITLED TO MEDICARE

If you are eligible for Medicare Parts A and/or B and terminate employment with Walmart or lose coverage under the plan, you should be aware that if you do not enroll in Medicare Part A and/or B during the Medicare special enrollment period, you may have to wait to enroll in Medicare Part A and/or B (i.e., until the next Medicare annual enrollment period) and may have to pay a higher Medicare premium when you do enroll. In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an eight month special enrollment period to sign up for Medicare Part A or B, beginning on the earlier of the month after your employment with Walmart ends; or the month after your coverage under the Plan ends, even if you elect COBRA continuation coverage (e.g., following termination of employment).

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will be, in most cases, your primary insurance provider, and COBRA continuation coverage will pay second. This may affect how your benefits are paid. For additional information, please refer to Medicare's Medicare & You handbook, published annually. The handbook can be obtained directly from Medicare by calling 800-633-4227 or from the Medicare website at <https://www.medicare.gov/medicare-and-you>.

Please note that entitlement to Medicare means you are eligible for and enrolled in Medicare. If you become entitled to Medicare less than 18 months before a qualifying event due to termination of employment, or a reduction in hours of employment, your eligible dependents can elect COBRA for a period of not more than 36 months from the date you became eligible for Medicare. Specifically, the COBRA coverage period for the associate's spouse/partner or dependent children will end on the later of: (1) 36 months from the date the associate became entitled to Medicare while employed, or (2) 18 months (or 29 months, if there is a disability extension) after the date of the associate's termination of employment or reduction of hours worked. If you are entitled to Medicare prior to your COBRA election date, you or your eligible dependent(s) must notify the COBRA Administrator at 800-570-1863 of your Medicare status in order to ensure your maximum coverage period is properly calculated.

ELIGIBILITY AND PREMIUMS

You do not have to show that you are insurable to elect COBRA coverage. However, you must be covered under the Plan on the day before the qualifying event in order to be eligible to elect COBRA coverage. A limited exception to this rule applies to individuals who fail to return from an FMLA-approved leave of absence, children born to or placed for adoption with a covered associate during the COBRA coverage period, and spouses/partners whose coverage is terminated by an associate in anticipation of divorce or legal separation. Walmart People Services or the COBRA Administrator (or the HMO, Global Assignee Plan or PPO Plan) reserves the right to verify eligibility and terminate COBRA coverage retroactively if you are determined to be ineligible, fail to properly inform the Walmart People Services of a change in your eligibility, or if there has been a material misrepresentation of the facts. This can occur where you fail to properly inform Walmart People Services of your divorce or legal separation, for example, so that the Plan provided coverage in circumstances in which coverage should have been terminated.

A qualified beneficiary must pay all of the applicable premium plus a two percent administration charge for COBRA coverage. These premiums may be adjusted in the future if the applicable premium amount changes. If the COBRA coverage period is extended beyond 18 months due to a Social Security Administration determination of disability, the Plan may charge up to 150 percent of the applicable premium during the extended period for the disabled qualified beneficiary and any non-disabled qualified beneficiaries in the disabled qualified beneficiary's coverage group. There is a grace period of 30 days for the regularly scheduled monthly premiums. **This is the maximum grace period under the Plan; the Plan does not provide for an extension beyond what is required by law.** If you make your payment on the first day of the month or later, your coverage will be suspended and any claims incurred, including pharmacy benefits, will not be paid until coverage is paid through the current month. If you do not pay this premium, you will be responsible for claims incurred. If the 30th day falls on a weekend or holiday, you will have until the next business day to have your payment postmarked or paid.

TERMINATION OF COBRA COVERAGE

COBRA coverage may be terminated prior to the maximum COBRA coverage period (the applicable 18-, 29- or 36-month period) for any of the following reasons:

- Walmart and its affiliated entities cease to provide medical, dental or vision coverage to any of its associates.
- Any required premium is not timely paid (taking into account the applicable grace period).
- A qualified beneficiary becomes covered by another group health, dental or vision plan after electing COBRA coverage.
- A qualified beneficiary submits a fraudulent claim or fraudulent information to the Plan.
- During a disability extension period, the qualified beneficiary is determined by the Social Security Administration to no longer be disabled (COBRA continuation coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate as of the later of (a) the first day of the month that is more than 30 days after a final determination by the Social Security Administration that the qualified beneficiary is no longer disabled, or (b) the end of the coverage period that applies without regard to the disability extension).
- A qualified beneficiary notifies the COBRA Administrator that he or she wishes to cancel COBRA coverage.

STATE CONTINUATION COVERAGE AND CONVERSION TO INDIVIDUAL POLICIES

If you have HMO coverage, state coverage continuation rules may apply. If you have both state and COBRA continuation rights, those continuation periods will run at the same time. COBRA requires that, at the end of the 18, 29 or 36 month continuation period, you must be allowed to enroll in any individual conversion policy that is provided by the Plan's insurance carriers. This only applies to the Plan's HMOs. Whether individual conversion may be available depends on the terms of the HMO policy covering you at the time your COBRA coverage ceases. Before your COBRA coverage is exhausted, contact your HMO for more information.

COVERAGE OPTIONS BESIDES COBRA CONTINUATION COVERAGE

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period". Some of these options may cost less than COBRA continuation coverages. You can learn more about many of these options at www.healthcare.gov.

IF YOU HAVE QUESTIONS

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

ADDRESS CHANGES

To protect your family's rights and to ensure that you receive information properly and efficiently, please contact Walmart People Services or the COBRA Administrator at the address listed below to notify of any address changes (of you or your family members) as soon as possible. Failure on your part to do so may result in delayed notification and loss of COBRA coverage options. You should also keep a copy, for your records, of any notices you send to Walmart People Services or the COBRA Administrator.

PLAN ADMINISTRATIVE INFORMATION/QUESTIONS

This notice does not fully describe contribution coverage or other rights under the Plan. More information regarding COBRA coverage or the Plan, may be obtained by contacting Walmart People Services at the address or telephone number listed below. In addition, all notices required for the Plan's medical, dental or vision benefits, including HMOs, Global Assignee Plan and the PPO Plan, must be given in writing or by telephone to Walmart People Services at the following address and telephone number:

Associates' Health and Welfare Plan
c/o Walmart People Services
Attn: COBRA
805 Moberly Lane
Bentonville, AR 72712-3501
(800) 421-1362

The COBRA Administrator is WageWorks, Inc. The address and telephone number for WageWorks, Inc. are:

WageWorks, Inc.
P.O. Box 226101
Dallas, TX 75222
800-570-1863

Additional information about your rights and obligations under the Plan and federal law is available in the Associate Benefits Book (or for Global Assignees, the applicable insurance policy), which can be requested from the Walmart People Services.

HIPAA NOTICE OF PRIVACY PRACTICES

This notice was updated May 15, 2023

THIS NOTICE APPLIES TO THE ASSOCIATES' MEDICAL PLAN (AMP), DENTAL PLAN AND MY MENTAL HEALTH RESOURCES, REFERRED TO COLLECTIVELY AS THE "PLANS"

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. You have certain rights under the Health Insurance Portability and Accountability Act (HIPAA). HIPAA governs when and how your medical health information held by the AMP, dental plan, and My Mental Health Resources may be used and disclosed and how you can get access to this information. Please share a copy of this notice with your family members who are covered under the AMP, dental plan, and My Mental Health Resources.

THE PLANS' COMMITMENT TO YOUR PRIVACY

References to "we" and "us" throughout this notice mean the Plans. Walmart also provides benefits for some associates through a Health Maintenance Organization (HMO), a fully insured PPO Plan and a fully insured international business travel medical plan. For these benefit options, the insurer of the HMO or PPO Plan or international business travel medical plan is responsible to protect your health information under the HIPAA rules, including providing you with its own notice of privacy practices.

The Plans are dedicated to maintaining the privacy of your health information for as long as the Plans hold your health information or for fifty years after your death. In operating the Plans, we create records regarding you and the benefits we provide to you. This notice will tell you about the ways in which we may use and disclose health information about you. We will also describe your rights and certain obligations we have regarding the use and disclosure of health information. We are required by law to:

- Maintain the privacy of your health information, also known as Protected Health Information (PHI);
- Provide you with this notice;
- Comply with this notice; and
- Notify you if there is a breach of your unsecured PHI.

The Plans reserve the right to change our privacy practices and to make any such change applicable to the PHI we obtained about you before the change. If there is a material revision to this notice, the new notice will be distributed to you. You may obtain a paper copy of the current notice by contacting the Plans using the contact information listed at the end of this notice. The most current notice is also available on [One.Walmart.com](https://www.walmart.com).

HOW THE AMP, DENTAL PLAN, VISION PLAN AND MY MENTAL HEALTH RESOURCES MAY USE AND DISCLOSE YOUR PHI

The law permits us to use and disclose your protected health information (PHI) for certain purposes without your permission or authorization. The following gives examples of each of these circumstances:

1. **For Treatment.** We may use or disclose your PHI for purposes of treatment. For example, we may disclose your PHI to physicians, nurses, and other professionals who are involved in your care.
2. **For Payment.** We may use or disclose your PHI to provide payment for the treatment you receive under the Plans. For example, we may contact your health care provider to certify that you have received treatment (and for what range of benefits), and we may request details regarding your treatment to determine if your benefits will cover, or pay for, your treatment. We also may use and disclose your PHI to obtain payment from third parties that may be responsible for such costs, such as family members or other insurance companies.
3. **For Health Care Operations.** We may use or disclose your PHI for our health care operations. For example, our claims administrators in some states or the Plans may use your PHI to conduct

cost-management and planning activities. Any information which we use or disclose for underwriting purposes will not include any of your PHI which is genetic information.

4. **To the Plans' Sponsor.** The Plans may use or disclose your PHI to Walmart, the Plan Sponsor. The Plans' Sponsor will only use your PHI as necessary to administer the Plans. The law only permits the Plans to disclose your PHI to Walmart, in its role as the Plans' Sponsor, if Walmart certifies, among other things, that it will only use or disclose your PHI as permitted by the Plan, will restrict access to your PHI to those Walmart employees whose job it is to administer the Plan and will not use PHI for any employment-related actions.
5. **For Health-Related Programs and Services.** The Plans may contact you about information regarding treatment alternatives or other health-related benefits and services that may be of interest to you.
6. **To Individuals Involved in Your Care or Payment for Your Care.** The Plans may disclose your PHI to a third party involved in your health care including a family member, close friend or a person you identified to the Plan as involved in your health care, provided that you agree to this disclosure. If you are not present or available to agree or disagree to disclose your PHI to a third person requesting the PHI, then the Plans may use professional judgment to determine if the disclosure of PHI is in your best interests. If it is determined that a disclosure of PHI is then in your best interest, the Plans may disclose the minimum amount of PHI necessary to meet the need. Additionally, you have the right to request that the Plans limit any disclosure of PHI to specific individuals involved in your health care.

OTHER USES OR DISCLOSURES OF YOUR PHI WITHOUT AN AUTHORIZATION

The law allows us to disclose your PHI in the following circumstances without your permission or authorization:

1. **When Required by Law.** The Plans will use and disclose your PHI when we are required to do so by federal, state or local law.
2. **For Public Health Risks.** The Plans may disclose your PHI for public health activities, such as those aimed at preventing or controlling disease, preventing injury, reporting reactions to medications or problems with products, and reporting the abuse or neglect of children, elders and dependent adults.
3. **For Health Oversight Activities.** The Plans may disclose your PHI to a health oversight agency for activities authorized by law. These oversight activities, which are necessary for the government to monitor the health care system, include investigations, inspections, audits and licensure.
4. **For Lawsuits and Disputes.** The Plans may use or disclose your PHI in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We also may disclose your PHI in response to a discovery request, subpoena or other lawful process by another party involved in the dispute, but only if we receive satisfactory assurances from the party seeking the information that reasonable efforts have been made to inform you of the request and given you the opportunity to raise an objection to the court or obtain an order protecting the information the party has requested.
5. **To Law Enforcement.** The Plans may release your PHI if asked to do so by a law enforcement official in certain circumstances, including but not limited to the following:
 - Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement;
 - Concerning a death we believe might have resulted from criminal conduct;
 - Regarding criminal conduct at our offices;
 - In response to a warrant, summons, court order, subpoena or similar legal process;
 - To identify/locate a suspect, material witness, fugitive or missing person;
 - In an emergency, to report a crime (including the location or victim(s) of the crime or the description, identity or location of the person who committed the crime); and
 - In cases where a law enforcement agency has requested PHI for purposes of identifying or locating an individual, HIPAA permits that if certain specific situations are met, the Plans must disclose to the law enforcement agency limited information such as name, address, Social Security number, ABO blood type, type of injury, date and time of treatment or death and distinguishing physical characteristics.

6. **To Avert a Serious Threat to Health or Safety.** The Plans may use or disclose your PHI when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.
7. **For Military Functions.** The Plans may use or disclose your PHI if you are a member of the U.S. or foreign military forces (including veterans), and if required to assure the proper execution of a military mission if the appropriate military authority has published the required information in the Federal Register.
8. **For National Security.** The Plans may disclose your PHI to federal officials for intelligence and national security activities authorized by law. We also may disclose your PHI to federal officials in order to protect the president, other officials or foreign heads of state or to conduct investigations.
9. **Inmates.** The Plans may disclose your health information to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure for these purposes would be necessary: for the institution to provide health care services to you; for the safety and security of the institution; and/or to protect your health and safety or the health and safety of other individuals.
10. **To Workers' Compensation Programs.** The Plans may release your health information for Workers' Compensation and similar programs.
11. **For Services Related to Death.** The Plans may disclose your PHI upon your death to a coroner, funeral director or to tissue or organ donation services, as necessary to permit them to perform their functions.
12. **Research.** HIPAA permits the Plans to disclose PHI for government-approved research purposes. It is the policy of the Plans not to disclose PHI for research purposes and will not disclose your PHI for such purposes unless the PHI is required to be disclosed under law.
13. **Psychotherapy Notes.** An authorization is always required to use or disclose psychotherapy notes to a third person unless the use or disclosure is permitted under HIPAA regulations. Permissible uses or disclosures include: use for treatment, payment or health care operations; use by the originator of the notes for treatment; use by the Plans to defend themselves in a lawsuit that you initiate; when required by the Secretary of the Department of Health and Human Services; when such disclosure is required by law; for health oversight activities as permitted under the regulations; disclosure to a person who can reasonably prevent serious harm to an individual or the public; and disclosure to a medical examiner or coroner for the purpose of identifying a deceased person, determining cause of death or such other purposes permitted by law. While the regulations permit covered entities to use and disclose psychotherapy notes for purposes of training health professionals or students, the Plans do not engage in such training exercises and cannot disclose the information for these purposes.
14. **Victims of Abuse, Neglect or Domestic Violence.** The Plans may disclose your PHI if there is reasonable belief that you are a victim of abuse, neglect or domestic violence. Such disclosure is permitted under HIPAA only if required by law or with your permission or to the extent the disclosure is expressly authorized by statute and only if, in the Plan's best judgment, the disclosure is necessary to prevent serious harm to you or other potential victims.
15. **Health Oversight Activities and Joint Investigations.** The Plans must disclose PHI requested of health oversight agencies for purposes of legally authorized audits, investigations including joint investigations, inspections, licensure, disciplinary actions, or other oversight activities of authorized entities.
16. **Disaster Relief Efforts.** The Plans may use or disclose your PHI to notify a family member or other individual involved in your care of your location, general condition, or death or to a public or private entity authorized by law or its charter to assist in disaster relief efforts to make such notification.

USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION

The Plans will obtain your written authorization for any other uses or disclosures of your PHI, including for most uses and disclosures of psychotherapy notes, except in situations noted above, uses and disclosures of PHI for marketing purposes, and uses or disclosures that are a sale of PHI. The Plan will not condition your eligibility to participate in the Plan or payment of benefits under the Plan upon your authorization, except where allowed by law. If you give us written authorization for a use or disclosure of your PHI, you may revoke that authorization at any time in writing. If you revoke your authorization, we will no longer use or disclose your PHI for the reasons described in the authorization, except for where we have taken action in reliance on your authorization before we received your written revocation.

STRICTER STATE PRIVACY LAWS

Under the HIPAA Privacy Regulations, the Plan is required to comply with state laws, if any, that also are applicable and are not contrary to HIPAA (for example, where state laws may be stricter). The Plan maintains a policy to ensure compliance with these laws.

YOUR RIGHTS RELATED TO YOUR PHI

You have the following rights regarding your PHI that we maintain:

- 1. Right to Request Confidential Communications.** You have the right to request that the Plans communicate with you about your health and related issues in a particular manner or at a certain location if you feel that your life may be endangered if communications are sent to your home. For example, you may ask that we contact you at work rather than home. In order to request a type of confidential communication, you must make a written request to the address at the end of this section specifying the requested method of contact or the location where you wish to be contacted. For us to consider granting your request for a confidential communication, your written request must clearly state that your life could be endangered by the disclosure of all or part of this information.
- 2. Right to Request Restrictions.** You have the right to request a restriction in our use or disclosure of your PHI for treatment, payment or health care operations. We generally are not required to agree to your request except in limited circumstances; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies or when the information is necessary to treat you. To request a restriction in our use or disclosure of your PHI, you must make your request in writing to the address at the end of this section. Your request must describe in a clear and concise fashion: (a) the information you wish restricted; (b) whether you are requesting to limit the Associates' Medical Plan's, dental plan's, vision plan's or My Mental Health Resources use, disclosure or both; and (c) to whom you want the limits to apply.
- 3. Right to Inspect and Copy.** Except for limited circumstances, you have the right to inspect and copy the PHI that may be used to make decisions about you. Usually, this includes medical and billing records. To inspect or copy your PHI, you must submit your request in writing to the address listed at the end of this section. The Plans must directly provide to you, and/or the individual you designate, access to the electronic PHI in the electronic form and format you request, if it is readily producible, or, if not, then in a readable electronic format as agreed to between you and the Plan. The Plans may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. We may deny your request to inspect and/or copy in certain limited circumstances, in which case you may submit a request to the Plan at the address below that the denial be reviewed.
- 4. Right to Request Amendment.** You have the right to request that we amend your PHI if you believe it is incorrect or incomplete. To request an amendment, you must submit a written request to the address listed at the end of this section. You must provide a reason that supports your request for amendment. We may deny your request if you ask us to amend PHI that is: (a) accurate and complete; (b) not part of the PHI kept by or for the Plan; (c) not part of the PHI which you would be permitted to inspect and copy; or (d) not created by the Plan, unless the individual or entity that created the PHI is not available to amend it. Even if we deny your request for amendment, you have the right to submit a statement of disagreement regarding any item in your record you believe is incomplete or incorrect. If you request, it will become part of your medical record and we will attach it to your records and include it whenever we make a disclosure of the item or statement you believe to be incomplete or incorrect.

5. **Right to an Accounting of Disclosures.** You have the right to request an accounting of disclosures. An accounting of disclosures is a list of certain disclosures we have made of your PHI, for most purposes other than treatment, payment, health care operations and other exceptions pursuant to law or pursuant to your authorization. To request an accounting of disclosures, you must submit a written request to the address at the end of this section. You must specify the time period, which may not be longer than the six-year period prior to your request. We will notify you of the cost involved in complying with your request and you may choose to withdraw or modify your request at that time.
6. **Paper Notice.** You have a right to request a paper copy of this notice, even if you have agreed to receive this notice electronically.

If you believe your privacy rights have been violated, you may file a complaint with the Associates' Medical Plan, dental plan, or My Mental Health Resources, or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, you must submit it in writing to the address listed at the end of this section. Neither Walmart nor the Plans will retaliate against you for filing a complaint. You will not be retaliated or discriminated against or no services, payment, or privileges will be withheld from you because you file a complaint with the Associates' Medical Plan, dental plan, or My Mental Health Resources, or with the U.S. Department of Health and Human Services.

If you have questions about this notice or would like to exercise one or more of the rights listed in this notice, please contact:

Mail Stop 3610 Benefits Total Rewards Team
Attn: HIPAA Compliance Team
508 SW 8th Street
Mail Stop #3610
Bentonville, Arkansas 72716-3610
Email your questions to: AHWPrivacy@walmart.com
Telephone: 479-621-2616

THE WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

The Women's Health and Cancer Rights Act of 1998 requires that all group medical plans that provide medical and surgical benefits with respect to mastectomy must provide coverage for:

- All stages of reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prosthesis and physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Such coverage will be subject to the otherwise applicable annual deductibles and coinsurance/copayment provisions under the Plan. Written notice of the availability of such coverage shall be delivered to the participant upon enrollment and annually thereafter. For additional information, please call **800-421-1362**.

AVAILABILITY OF SUMMARY OF HEALTH INFORMATION

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format, to help you compare options. The SBC is available on One.Walmart.com. A paper copy is also available, free of charge, by calling 800-421-1362.