

Effective Date: March 26, 2013 Revision Date: January 10, 2017

I. Notice of Privacy Practices.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. **Applicable to:** Pharmacy, Specialty Pharmacy, Central Fill, Vision Center/Optical, Clinics, and Medication Therapy Management services for all Walmart and Sam's Club stores.

We understand that your medical information is personal. We are committed to protecting your medical information. Wal-Mart Stores, Inc. ("Walmart and Sam's Club") and its affiliated companies are required by law to maintain the privacy of your protected health information ("PHI"), to follow the terms of this Notice, and to give you this Notice of our legal duties and privacy practices concerning your health information. We must follow the terms of the current Notice. Effective Date: March 26, 2013 Revision Date: January 10, 2017.

How Walmart and Sam's Club May Use or Disclose Your Protected Health Information

1. For Treatment. We may use your PHI to dispense prescriptions, provide medical treatment/services, and/or provide medication therapy management services to you. We may disclose your PHI to treating physicians, providers, pharmacies, ophthalmic providers, and other persons who are involved in your healthcare treatment. **2. For Payment.** We may use and disclose your PHI so that we can bill and collect payment from you, your insurance company, or a third party. This may include conducting insurance eligibility checks with state Medicaid, Medicare, or other health plans, determining enrollment status, and providing information to entities that help us submit bills and collect amounts owed. **3. For Health Care Operations.** We may use and disclose your PHI for health care operations, which include activities necessary to provide health care services and ensure you receive quality customer service. **4. For Prescription Refill Reminders and Health-Related Products and Services.** We may use or disclose your PHI to: (1) provide you with prescription refill reminders; (2) notify you of an expired prescription; (3) tell you about health-related products or services; (4) remind you about your annual eye or other exam; (5) recommend possible treatment alternatives that may be of interest to you; (6) tell you about other locations where you may order prescription products; (7) remind you about your clinic appointment; (8) provide you with information pertaining to your clinic appointment; and/or provide medication therapy management services to you. **5. Individuals Involved in Your Care or Payment for Your Care.** We may disclose your PHI to a family member or friend who is involved in your medical care or payment for your care, provided you agree to this disclosure or we give you an opportunity to object to the disclosure. If you are unavailable or are unable to object, we will use our best judgment to decide whether this disclosure is in your best interest. **6. As Required by Law.** We will disclose your PHI when required to do so by federal, state, or local law. **7. To Avert a Serious Threat to Health or Safety.** We may use and disclose your PHI when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. We 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, recalling products, and reporting the abuse or neglect of children, elders and dependent adults. Any disclosure, however, would only be to someone able to help prevent the threat. **8. For Health Oversight Activities.** We may disclose 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 audits, investigations, inspections and licensure. **9. For Lawsuits and Disputes.** If you are involved in a lawsuit or dispute, we may disclose your PHI in response to a court or administrative order. We may also disclose your PHI in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice) or to obtain an order protecting the information requested. **10. For Specialized Government Functions.** We may disclose your PHI: (1) if you are a member of the armed forces, as required by military command authorities; (2) if you are an inmate or in custody, to a correctional institution or law enforcement official; (3) in response to a request from law enforcement, under certain conditions; (4) for national security reasons authorized by law; (5) to authorized federal officials to protect the President, other authorized persons or foreign heads of state. **11. For Workers' Compensation.** We may disclose your PHI for workers' compensation or similar programs. **12. For Organ and Tissue Donation.** We may also disclose your PHI to organ procurement or similar organizations for purposes of donation or transplant. **13. For Coroners and Funeral Directors.** Upon your death, we may release your PHI to a funeral home director, coroner, or medical examiner, consistent with applicable law to enable them to carry out their duties. **14. For Personal Representatives.** We may disclose your PHI to a person legally authorized to act on your behalf, such as a parent, legal guardian, administrator or executor of your estate, or other individual authorized under applicable law. **15. For Marketing.** With your authorization, we may use or disclose your PHI to our third-party agents, representatives, service providers and/or contractors to offer targeted marketing communications to you. **16. For Sale of PHI.** We may not disclose your PHI to any other person in exchange for direct or indirect remuneration unless such disclosure is made to another covered entity for purposes of treatment or payment, or as otherwise authorized or required by state or federal law. In such instances, the remuneration we can receive for such disclosures may not exceed our reasonable costs for preparing or transmitting the PHI. **17. For Business Associates.** We may share your PHI with certain business associates that perform services for us. We may disclose your PHI to a business associate so that the business associate can perform the job we have asked it to do and bill you or your third-party payer for services rendered. Federal law requires us to enter into business associate contracts to safeguard your PHI as required by law and Walmart and Sam's Club. **18. For Research Purposes.** We may share your PHI for research purposes where the only remuneration received by the covered entity or business associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes. **19. For Proof of Immunization.** We may disclose immunization records to a school about a child who is a student or prospective student of the school, as required by state or other law, if authorized by the parent/guardian, emancipated minor or other individual as applicable. **20. Incidental Disclosures at the Pharmacy Drive-Thru Window.** In some store or club locations we offer a drive-thru pharmacy window. A conversation with the pharmacy might be overheard by someone in or near the pharmacy. If you would like additional privacy, we suggest you conduct any pharmacy transactions within the store or club. **21. Limitations on Uses and Disclosures of Your Health Information.** Except as described in this Notice, we will not use or disclose your PHI without your authorization. If you do give us authorization to use or disclose your PHI, you may cancel your authorization in writing at any time. If you cancel your authorization, this will stop any further use or disclosure for the purposes covered by your authorization, except where we have already acted on your permission. We must also follow any state law that is stricter than federal HIPAA regulations. In the event of a security breach involving your PHI, a notice will be provided to you. Information about these laws is available on www.walmart.com, www.samsclub.com or upon request at your local store or club.

You Have the Following Rights with Respect to Your Protected Health Information that is Maintained in Our Records

1. You may request restrictions on the use or disclosure of your PHI for treatment, payment or health care operations, or when using or disclosing your PHI to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we agree, we will comply with your request except in certain emergency situations or as required by law. **2.** You may request restrictions on certain disclosure of your PHI to your health plan for purposes of carrying out payment or health care operations regarding services paid for in full (out of pocket). **3.** You may inspect and receive a paper or electronic copy of your medical records, if readily producible. Usually, this includes prescription and billing records. You may charge you for the costs of responding to your request. We may deny your request, in which case, you may request the denial be reviewed. **4.** You may request we amend your PHI if it is incorrect or incomplete. We must provide a reason that supports your request. We may deny your request if the PHI is accurate and complete, or is not part of the PHI kept by or for Walmart or Sam's Club. If we deny your request, you have the right to submit a statement of disagreement regarding any item in your record you believe is incomplete or incorrect. Your request will become part of your medical record. We will attach it to your records and include it when we make a disclosure of the item or statement you believe to be incomplete or incorrect. **5.** You may request an accounting of disclosures of your PHI. This is a list of the disclosures made of your health information, other than for treatment, payment or health care operations, and other exceptions allowed by law. Your request must specify a time period, which may not be longer than six years and may not include dates before April 14, 2003. **6.** You may request we contact you in a certain way or at a certain location. For example, you may request we contact you only at work or at a different residence or post office box. Your written request must state how or where you wish to be contacted. We will grant reasonable requests. If you would like to exercise any of these rights, contact the Walmart or Sam's Club location that provided your services to get the appropriate form, or submit a written request to HIPAA Compliance, Wal-Mart Stores, Inc., 702 SW 8th Street, Mailstop #0230, Bentonville, AR. 72716-0230. A paper copy of this Notice may be obtained from your Walmart, Sam's Club, or Neighborhood Market upon request, or online at www.walmart.com or www.samsclub.com.

Changes to this Notice of Privacy Practices

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for PHI we already have about you and any information we receive in the future. We will post a copy of the current Notice. If we change our Notice, you may obtain a copy of the revised Notice by visiting our website at www.walmart.com or www.samsclub.com, or upon request.

For More Information or to Report a Problem

If you have questions about this Notice, contact HIPAA Compliance, Wal-Mart Stores Inc., 702 SW 8th St, Mailstop #0230, Bentonville, AR. 72716-0230 or phone (800) WAL-MART. If you believe your privacy rights have been violated, you may file a written complaint, and there will be no retaliation, with the Health & Wellness HIPAA Compliance Officer at the above address, or with the Secretary of the Dept. of Health and Human Services, Office for Civil Rights.

II. PATIENT BILL OF RIGHTS

Responsibilities of the Provider: 1. Be fully informed in advance about care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of care; 2. Participate in the development and periodic revision of the plan of care; 3. Refuse care or treatment after the consequences of refusing care or treatment are fully presented; 4. Be informed, both orally and in writing, in advance of care being provided, of the charges, including payment for care/service expected from third parties and any charges for which the client/patient will be responsible; 5. Have one's property and person treated with respect, consideration and recognition of client/patient dignity and individuality; 6. Be able to identify visiting personnel members through proper identification; 7. Be free from mistreatment, neglect, or verbal, mental, sexual and physical abuse, including injuries of unknown source, and misappropriation of client/patient property; 8. Voice grievances/complaints regarding treatment or care, lack of respect of property or recommend changes in policy, personnel or care/service without restraint, interference, coercion, discrimination or reprisal; 9. Have grievances/complaints regarding treatment or care that is (or fails to be) furnished or lack of respect of property investigated; 10. Choose a health care provider, including choosing an attending physician; 11. Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information; 12. Be advised on agency's policies and procedures regarding the disclosure of clinical records; 13. Receive appropriate care without discrimination in accordance with physician or provider orders; 14. Be informed of any financial benefits when referred to an organization; 15. Be fully informed of one's responsibilities; 16. Receive information about the scope of services the organization will provide and specific limitations on those services.

Responsibilities of the Patient: 1. To provide complete and accurate information concerning your present health, medication, allergies, etc., when appropriate to your care/service; 2. To be involved, as needed and as able, in developing, carrying out and modifying your home care service plan, such as properly cleaning and storing your equipment and supplies; 3. To properly clean and maintain equipment and supplies; 4. To contact us with any questions or problems concerning your equipment, supplies or service; 5. To notify your attending physician or provider when you feel ill; 6. To notify us prior to changing your place of residence or your telephone number; 7. To notify us when encountering any problem with equipment or service; 8. To notify us if your physician or other provider modifies or ceases your prescription; 9. To notify us of denial and/or restriction of our privacy policy.

III. Customer Concerns: You May Contact Us at (800) WAL-MART. Within five days of receiving a complaint you will be contacted by telephone, email, fax or letter that we have received your complaint. Within 14 calendar days we will provide a written notification of the results of your inquiry and the resolution. You may call (800) WAL-MART if you have a concern regarding fraud and abuse or any treatment or services provided by our organization or you may contact Accreditation Commission for Health Care (ACHC) at (919)785-1214 or (855) 937-2242 if your complaint is not resolved. You can also call the Office of Inspector General at 1-(800) 447-8477.

IV. Medicare DMEPOS Supplier Standards. The products and/or services provided to you by Wal-Mart Stores, Inc. are subject to the supplier standards contained in the Federal regulations shown at 42 Code of Federal Regulations Section 424.57(c). These standards concern business professional and operational matters (e.g. honoring warranties and hours of operation). The full text of these standards can be obtained at www.ecfr.gov. Upon request we will furnish you a written copy of the standards.

V. Warranty Information. Every product sold or rented by our company carries a one-year manufacturer's warranty. We will notify all Medicare beneficiaries of the warranty coverage, honor all warranties under applicable law, repair or replace, free of charge, Medicare-covered equipment under warranty. In addition, an owner's manual with warranty information will be provided to beneficiaries for all durable medical equipment when this manual is available.