

Dealer Tire Family of Companies

HEALTH PLAN NOTICES

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IMPORTANT NOTICE

This packet of notices related to our health care plan includes a notice regarding how the plan's prescription drug coverage compares to Medicare Part D. If you or a covered family member is also enrolled in Medicare Parts A or B, but not Part D, you should read the Medicare Part D notice carefully. It is titled, "Important Notice From Dealer Tire Family of Companies About Your Prescription Drug Coverage and Medicare."

IMPORTANT NOTICE FROM DEALER TIRE FAMILY OF COMPANIES ABOUT YOUR PRESCRIPTION DRUG COVERAGE AND MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Dealer Tire Family of Companies and about your options under Medicare's prescription drug coverage. This information can help you decide whether you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

If neither you nor any of your covered dependents are eligible for or have Medicare, this notice does not apply to you or your dependents, as the case may be. However, you should still keep a copy of this notice in the event you or a dependent should qualify for coverage under Medicare in the future. Please note, however, that later notices might supersede this notice.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Dealer Tire Family of Companies has determined that the prescription drug coverage offered by the Dealer Tire Family of Companies Employee Health Care Plan ("Plan") is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered "creditable" prescription drug coverage. This is important for the reasons described below.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to enroll in a Medicare drug plan, as long as you later enroll within specific time periods.

Enrolling in Medicare—General Rules

As some background, you can join a Medicare drug plan when you first become eligible for Medicare. If you qualify for Medicare due to age, you may enroll in a Medicare drug plan during a seven-month initial enrollment period. That period begins three months prior to your 65th birthday, includes the month you turn 65, and continues for the ensuing three months. If you qualify for Medicare due to disability or end-stage renal disease, your initial Medicare Part D enrollment period depends on the date your disability or treatment began. For more information you should contact Medicare at the telephone number or web address listed below.

Late Enrollment and the Late Enrollment Penalty

If you decide to *wait* to enroll in a Medicare drug plan you may enroll later, during Medicare Part D's annual enrollment period, which runs each year from October 15 through December 7. But as a general rule, if you delay your enrollment in Medicare Part D, after first becoming eligible to enroll, you may have to pay a higher premium (a penalty).

If after your initial Medicare Part D enrollment period you go **63 continuous days or longer without "creditable" prescription drug coverage** (that is, prescription drug coverage that's at least as good as Medicare's prescription drug coverage), your monthly Part D premium may go up by at least 1 percent of the premium you would have paid had you enrolled timely, for every month that you did not have creditable coverage.

For example, if after your Medicare Part D initial enrollment period you go 19 months without coverage, your premium may be at least 19% higher than the premium you otherwise would have paid. You may have to pay this higher premium for as long as you have Medicare prescription drug coverage. *However, there are some important exceptions to the late enrollment penalty.*

Special Enrollment Period Exceptions to the Late Enrollment Penalty

There are “special enrollment periods” that allow you to add Medicare Part D coverage months or even years after you first became eligible to do so, without a penalty. For example, if after your Medicare Part D initial enrollment period you lose or decide to leave employer-sponsored or union-sponsored health coverage that includes “creditable” prescription drug coverage, you will be eligible to join a Medicare drug plan at that time.

In addition, if you otherwise lose other creditable prescription drug coverage (such as under an individual policy) through no fault of your own, you will be able to join a Medicare drug plan, again without penalty. These special enrollment periods end two months after the month in which your other coverage ends.

Compare Coverage

You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. See the Dealer Tire Family of Companies Plan’s summary plan description for a summary of the Plan’s prescription drug coverage. If you don’t have a copy, you can get one by contacting us at the telephone number or address listed below.

Coordinating Other Coverage With Medicare Part D

Generally speaking, if you decide to join a Medicare drug plan while covered under the Dealer Tire Family of Companies Plan due to your employment (or someone else’s employment, such as a spouse or parent), your coverage under the Dealer Tire Family of Companies Plan will not be affected. For most persons covered under the Plan, the Plan will pay prescription drug benefits first, and Medicare will determine its payments second. For more information about this issue of what program pays first and what program pays second, see the Plan’s summary plan description or contact Medicare at the telephone number or web address listed below.

The Dealer Tire Family of Companies prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. To regain coverage you would have to re-enroll in the Plan, pursuant to the Plan’s eligibility and enrollment rules. You should review the Plan’s summary plan description to determine if and when you are allowed to add coverage.

For More Information About This Notice or Your Current Prescription Drug Coverage...

Contact the person listed below for further information, or call 2164327401 **NOTE:** You’ll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Dealer Tire Family of Companies changes. You also may request a copy.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the “Medicare & You” handbook. You’ll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the “Medicare & You” handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

Date: September 1, 2024
Name of Entity/Sender:
Kellye Khas
Contact—Position/Office:
Cleveland, Ohio 44103
Phone Number: 2164327401

Nothing in this notice gives you or your dependents a right to coverage under the Plan. Your (or your dependents') right to coverage under the Plan is determined solely under the terms of the Plan.

**IMPORTANT NOTICE
COMPREHENSIVE NOTICE OF PRIVACY POLICY AND PROCEDURES**

**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.**

This notice is provided to you on behalf of: Dealer Tire Health and Welfare Plan*

* This notice pertains only to healthcare coverage provided under the plan.

For the remainder of this notice, Dealer Tire Family of Companies is referred to as Company.

1. Introduction: This Notice is being provided to all covered participants in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and is intended to apprise you of the legal duties and privacy practices of the Company's self-insured group health plans. If you are a participant in any fully insured group health plan of the Company, then the insurance carriers with respect to those plans is required to provide you with a separate privacy notice regarding its practices.

2. General Rule: A group health plan is required by HIPAA to maintain the privacy of protected health information, to provide individuals with notices of the plan's legal duties and privacy practices with respect to protected health information, and to notify affected individuals follow a breach of unsecured protected health information. In general, a group health plan may only disclose protected health information (i) for the purpose of carrying out treatment, payment and health care operations of the plan, (ii) pursuant to your written authorization; or (iii) for any other permitted purpose under the HIPAA regulations.

3. Protected Health Information: The term "protected health information" includes all individually identifiable health information transmitted or maintained by a group health plan, regardless of whether or not that information is maintained in an oral, written or electronic format. Protected health information does not include employment records or health information that has been stripped of all individually identifiable information and with respect to which there is no reasonable basis to believe that the health information can be used to identify any particular individual.

4. Use and Disclosure for Treatment, Payment and Health Care Operations: A group health plan may use protected health information without your authorization to carry out treatment, payment and health care operations of the group health plan.

- An example of a "treatment" activity includes consultation between the plan and your health care provider regarding your coverage under the plan.
- Examples of "payment" activities include billing, claims management, and medical necessity reviews.
- Examples of "health care operations" include disease management and case management activities.

The group health plan may also disclose protected health information to a designated group of employees of the Company, known as the HIPAA privacy team, for the purpose of carrying out plan administrative functions, including treatment, payment and health care operations.

If protected health information is properly disclosed under the HIPAA Privacy Practices, such information may be subject to redisclosure by the recipient and no longer protected under the HIPAA Privacy Practices.

5. Disclosure for Underwriting Purposes. A group health plan is generally prohibited from using or disclosing protected health information that is genetic information of an individual for purposes of underwriting.

6. Uses and Disclosures Requiring Written Authorization: Subject to certain exceptions described elsewhere in this Notice or set forth in regulations of the Department of Health and Human Services, a group health plan may not disclose protected health information for reasons unrelated to treatment, payment or health care operations without your authorization. Specifically, a group health plan may not use your protected health information for marketing purposes or sell your protected health information. Any use or disclosure not disclosed in this Notice will be made only with your written authorization. If you authorize a disclosure of protected health information, it will be disclosed solely for the purpose of your authorization and may be revoked at any time. Authorization forms are available from the Privacy Official identified in section 23.

7. Special Rule for Mental Health Information: Your written authorization generally will be obtained before a group health plan will use or disclose psychotherapy notes (if any) about you.

8. Uses and Disclosures for which Authorization or Opportunity to Object is not Required: A group health plan may use and disclose your protected health information without your authorization under the following circumstances:

- When required by law;
- When permitted for purposes of public health activities;
- When authorized by law to report information about abuse, neglect or domestic violence to public authorities;
- When authorized by law to a public health oversight agency for oversight activities (subject to certain limitation described in paragraph 20 below);
- When required for judicial or administrative proceedings (subject to certain limitation described in paragraph 20 below);
- When required for law enforcement purposes (subject to certain limitation described in paragraph 20 below);
- When required to be given to a coroner or medical examiner or funeral director (subject to certain limitation described in paragraph 20 below);
- When disclosed to an organ procurement organization;
- When used for research, subject to certain conditions;
- When necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat; and
- When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

9. Minimum Necessary Standard: When using or disclosing protected health information or when requesting protected health information from another covered entity, a group health plan must make reasonable efforts not to use, disclose or request more than the minimum amount of protected health information necessary to accomplish the intended purpose of the use, disclosure or request. The minimum necessary standard will not apply to: disclosures to or requests by a health care provider for treatment; uses or disclosures made to the individual about his or her own protected health information, as permitted or required by HIPAA; disclosures made to the Department of Health and Human Services; or uses or disclosures that are required by law.

10. Disclosures of Summary Health Information: A group health plan may use or disclose summary health information to the Company for the purpose of obtaining premium bids or modifying, amending or terminating the group health plan. Summary health information summarizes the participant claims history and other information without identifying information specific to any one individual.

11. Disclosures of Enrollment Information: A group health plan may disclose to the Company information on whether an individual is enrolled in or has disenrolled in the plan.

12. Disclosure to the Department of Health and Human Services: A group health plan may use and disclose your protected health information to the Department of Health and Human Services to investigate or determine the group health plan's compliance with the privacy regulations.

13. Disclosures to Family Members, other Relations and Close Personal Friends: A group health plan may disclose protected health information to your family members, other relatives, close personal friends and anyone else you choose, if: (i) the information is directly relevant to the person's involvement with your care or payment for that care, and (ii) either you have agreed to the disclosure, you have been given an opportunity to object and have not objected, or it is reasonably inferred from the circumstances, based on the plan's common practice, that you would not object to the disclosure.

For example, if you are married, the plan will share your protected health information with your spouse if he or she reasonably demonstrates to the plan and its

representatives that he or she is acting on your behalf and with your consent. Your spouse might do so by providing the plan with your claim number or social security number. Similarly, the plan will normally share protected health information about a dependent child (whether or not emancipated) with the child's parents. The plan might also disclose your protected health information to your family members, other relatives, and close personal friends if you are unable to make health care decisions about yourself due to incapacity or an emergency.

14. Appointment of a Personal Representative: You may exercise your rights through a personal representative upon appropriate proof of authority (including, for example, a notarized power of attorney). The group health plan retains discretion to deny access to your protected health information to a personal representative.

15. Individual Right to Request Restrictions on Use or Disclosure of Protected Health Information: You may request the group health plan to restrict (1) uses and disclosures of your protected health information to carry out treatment, payment or health care operations, or (2) uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the group health plan is not required to and normally will not agree to your request in the absence of special circumstances. A covered entity (other than a group health plan) must agree to the request of an individual to restrict disclosure of protected health information about the individual to the group health plan, if (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law, and (b) the protected health information pertains solely to a health care item or service for which the individual (or person other than the health plan on behalf of the individual) has paid the covered entity in full.

16. Individual Right to Request Alternative Communications: The group health plan will accommodate reasonable written requests to receive communications of protected health information by alternative means or at alternative locations (such as an alternative telephone number or mailing address) if you represent that disclosure otherwise could endanger you. The plan will not normally accommodate a request to receive communications of protected health information by alternative means or at alternative locations for reasons other than your

endangerment unless special circumstances warrant an exception.

17. Individual Right to Inspect and Copy Protected Health Information: You have a right to inspect and obtain a copy of your protected health information contained in a "designated record set," for as long as the group health plan maintains the protected health information. A "designated record set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the group health to make decisions about individuals.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the group health plan is unable to comply with the deadline. If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may contact the Secretary of the U.S. Department of Health and Human Services.

18. Individual Right to Amend Protected Health Information: You have the right to request the group health plan to amend your protected health information for as long as the protected health information is maintained in the designated record set. The group health plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the group health plan is unable to comply with the deadline. If the request is denied in whole or part, the group health plan must provide you with a written denial that explains the basis for the denial. You may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your protected health information.

19. Right to Receive an Accounting of Protected Health Information Disclosures: You have the right to request an accounting of all disclosures of your protected health information by the group health plan during the six years prior to the date of your request. However, such accounting need not include disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own protected health information; (3) prior to

the compliance date; or (4) pursuant to an individual's authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided. If you request more than one accounting within a 12-month period, the group health plan may charge a reasonable fee for each subsequent accounting.

20. Reproductive Health Care Privacy: Effective December 23, 2024, a group health plan may not disclose protected health information to: (i) conduct a criminal, civil, or administrative investigation into a person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; (ii) impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; or (iii) identify any person for the purposes described in (i) and (ii).

Reproductive health care means care, services, or supplies related to the reproductive health of the individual.

This prohibition only applies if the reproductive health care is lawful under the law of the state in which the health care was provided and under the circumstances in which it was provided, or if the reproductive health care was protected, required, or authorized by Federal law, including the United States Constitution, regardless of the state in which it is provided. For example, if you receive reproductive health care in a state where such care is lawful even though it is not lawful in the state where you reside, the plan may not disclose this information to conduct an investigation.

A group health plan may not use or disclose protected health information potentially related to reproductive health care for the purposes of uses and disclosures of 1) public health oversight activities, 2) judicial and administrative proceedings, 3) law enforcement purposes, and 4) coroners and medical examiners without obtaining a valid attestation from the person requesting the use or disclosure of such information. A valid attestation under this section must include the following elements:

(i) A description of the information requested that identifies the information in a specific fashion, including one of the following: (A) the name of any

individual(s) whose protected health information is sought, if practicable; and (B) if including the name(s) of any individual(s) whose protected health information is sought is not practicable, a description of the class of individuals whose protected health information is sought.

(ii) The name or other specific identification of the person(s), or class of persons, who are requested to make the use or disclosure.

(iii) The name or other specific identification of the person(s), or class of persons, to whom the covered entity is to make the requested use or disclosure.

(iv) A clear statement that the use or disclosure is not for a purpose prohibited by the reproductive health care regulation.

(v) A statement that a person may be subject to criminal penalties if that person knowingly and in violation of HIPAA obtains individually identifiable health information relating to an individual or discloses individually identifiable health information to another person.

(vi) Signature of the person requesting the protected health information, which may be an electronic signature, and date. If the attestation is signed by a representative of the person requesting the information, a description of such representative's authority to act for the person must also be provided.

For example, if you lawfully obtain an abortion and an investigation into the provider is conducted, law enforcement would need to submit an attestation in order to try and obtain the information. The plan would deny the request per HIPAA's prohibition on the disclosure of reproductive health care because such care was lawful.

21. The Right to Receive a Paper Copy of This Notice Upon Request: If you are receiving this Notice in an electronic format, then you have the right

to receive a written copy of this Notice free of charge by contacting the Privacy Official (see section 24).

regarding this Notice or the subjects addressed in it, you may contact the Privacy Official.

22. Changes in the Privacy Practice. Each group health plan reserves the right to change its privacy practices from time to time by action of the Privacy Official. You will be provided with an advance notice of any material change in the plan's privacy practices.

23. Your Right to File a Complaint with the Group Health Plan or the Department of Health and Human Services: If you believe that your privacy rights have been violated, you may complain to the group health plan in care of the HIPAA Privacy Official (see section 24). You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201. The group health plan will not retaliate against you for filing a complaint.

24. Person to Contact at the Group Health Plan for More Information: If you have any questions

Privacy Official

The Plan's Privacy Official, the person responsible for ensuring compliance with this notice, is:

Kellye Khas
Director, Associate Service Center
2164327401

Effective Date



NOTICE OF SPECIAL ENROLLMENT RIGHTS

DEALER TIRE FAMILY OF COMPANIES EMPLOYEE HEALTH CARE PLAN

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to later enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage).

Loss of eligibility includes but is not limited to:

- Loss of eligibility for coverage as a result of ceasing to meet the plan's eligibility requirements (e.g., divorce, cessation of dependent status, death of an employee, termination of employment, reduction in the number of hours of employment);
- Loss of HMO coverage because the person no longer resides or works in the HMO service area and no other coverage option is available through the HMO plan sponsor;
- Elimination of the coverage option a person was enrolled in, and another option is not offered in its place;
- Failing to return from an FMLA leave of absence; and
- Loss of eligibility under Medicaid or the Children's Health Insurance Program (CHIP).

Unless the event giving rise to your special enrollment right is a loss of eligibility under Medicaid or CHIP, you must request enrollment within **30 days** after your or your dependent's(s') other coverage ends (or after the employer that sponsors that coverage stops contributing toward the coverage).

If the event giving rise to your special enrollment right is a loss of coverage under Medicaid or CHIP, you may request enrollment under this plan within **60 days** of the date you or your dependent(s) lose such coverage under Medicaid or CHIP. Similarly, if you or your dependent(s) become eligible for a state-granted premium subsidy toward this plan, you may request enrollment under this plan within **60 days** after the date Medicaid or CHIP determine that you or the dependent(s) qualify for the subsidy.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within **30 days** after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact:

Kellye Khas
Director, Associate Service Center
2164327401

** This notice is relevant for healthcare coverages subject to the HIPAA portability rules.*

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice 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 get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

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 later in this notice. 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. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice in writing to the Plan Administrator. Any notice you provide must state the name of the plan or plans under which you lost or are losing coverage, the name and address of the employee covered under the plan, the name(s) and address(es) of the qualified beneficiary(ies), and the qualifying event and the date it happened. The Plan Administrator will direct you to provide the appropriate documentation to show proof of the event.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. If you believe you are eligible for this extension, contact the Plan Administrator.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, [Children's Health Insurance Program \(CHIP\)](#), 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 coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

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 8-month special enrollment period¹ to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

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 elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you>.

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

¹ <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

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.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

For additional information regarding your COBRA continuation coverage rights, please contact the Plan Administrator below:

Kellye Khas

Director, Associate Service Center

7012 Euclid Avenue

Cleveland, Ohio 44103

2164327401

WOMEN’S HEALTH AND CANCER RIGHTS NOTICE

Dealer Tire Family of Companies Employee Health Care Plan is required by law to provide you with the following notice:

The Women’s Health and Cancer Rights Act of 1998 (“WHCRA”) provides certain protections for individuals receiving mastectomy-related benefits. Coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedemas.

The Dealer Tire Family of Companies Employee Health Care Plan provide(s) medical coverage for mastectomies and the related procedures listed above, subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the following deductibles and coinsurance apply:

PPO 1	In-Network	Out-of-Network
Individual Deductible	\$1,000	\$1,125
Family Deductible	\$3,000	\$3,375
Coinsurance	85%	70%
PPO 2	In-Network	Out-of-Network
Individual Deductible	\$1,200	\$1,750
Family Deductible	\$3,600	\$5,200
Coinsurance	80%	60%
PPO3	In-Network	Out-of-Network
Individual Deductible	\$1,400	\$4,100
Family Deductible	\$4,200	\$12,300
Coinsurance	70%	40%
HSA Plan	In-Network	Out-of-Network
Individual Deductible	\$3,300	\$3,400
Family Deductible	\$6,000	\$6,000
Coinsurance	80%	60%

If you would like more information on WHCRA benefits, please refer to your [Summary Plan Description](#) or contact your Plan Administrator at:

Kellye Khas
 Director, Associate Service Center
 2164327401

NOTICE FOR EMPLOYER-SPONSORED WELLNESS PROGRAMS

Dealer Tire Family of Companies Wellness Program is a voluntary wellness program available to **All Employees**. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990 (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Health Insurance Portability and Accountability Act, as applicable, among others.

Details about the wellness program, including criteria and incentives, can be found in the **Summary Plan Description**.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting **Kellye Khas** at **2164327401** or **benefithotline@dealertire.com**.

The information from **the Biometric Screening** and **the Health Risk Assessment** will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the wellness program, such as **additional education, tools and resources**. You also are encouraged to share your results or concerns with your own doctor.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and **Dealer Tire Family of Companies** may use aggregate information it collects to design a program based on identified health risks in the workplace, the wellness program will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) **Personify Health** in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact **Kellye Khas** at **2164327401** or **benefithotline@dealertire.com**.

Dealer Tire Family of Companies

HEALTH PLAN NOTICES

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AVISO IMPORTANTE

Este paquete de avisos relacionados con nuestro plan médico incluye un aviso sobre cómo se compara la cobertura de medicamentos con prescripción del plan y la Parte D de Medicare. Si usted, o un miembro de su familia con cobertura, también está inscrito en las Partes A o B de Medicare, pero no en la Parte D, debe leer con detenimiento el aviso de la Parte D de Medicare. Se titula “Aviso importante de **Dealer Tire Family of Companies sobre su cobertura de medicamentos con prescripción y Medicare”.**

AVISO IMPORTANTE DE DEALER TIRE FAMILY OF COMPANIES SOBRE SU COBERTURA DE MEDICAMENTOS CON PRESCRIPCIÓN Y MEDICARE

Lea este aviso con detenimiento y guárdelo donde pueda encontrarlo. Este aviso contiene información sobre su cobertura actual de medicamentos con prescripción con Dealer Tire Family of Companies y sobre sus opciones amparadas por la cobertura de medicamentos con prescripción de Medicare. Esta información puede ayudarlo a decidir si desea inscribirse en un plan de medicamentos de Medicare. La información sobre dónde puede obtener ayuda para tomar decisiones sobre su cobertura de medicamentos con prescripción se encuentra al final de este aviso.

Si ni usted ni sus dependientes cubiertos son elegibles ni tienen Medicare, este aviso no aplica ni para usted ni para sus dependientes, según sea el caso. Sin embargo, igual debe conservar una copia de este aviso en caso de que usted o un dependiente califiquen para cobertura de Medicare en el futuro. Tenga en cuenta, sin embargo, que los avisos posteriores pueden reemplazar este aviso.

Hay dos cosas importantes que usted necesita saber sobre su cobertura actual de Medicare y la cobertura de medicamentos recetados:

1. La cobertura de medicamentos con prescripción de Medicare estuvo disponible en 2006 para todas las personas que tenían Medicare. Puede obtener esta cobertura si se inscribe en un Plan de Medicamentos con Prescripción de Medicare o en un Plan Medicare Advantage (como una Organización para el Mantenimiento de la Salud [Health Maintenance Organization, HMO] o una Organización de Proveedores Preferidos [Preferred Provider Organization, PPO]) que ofrecen cobertura de medicamentos con prescripción. Todos los planes de medicamentos de Medicare brindan, al menos, un nivel estándar de cobertura establecido por Medicare. Algunos planes también pueden ofrecer más cobertura por una prima mensual más alta.
2. Dealer Tire Family of Companies ha determinado que se prevé que la cobertura de medicamentos con prescripción ofrecida por el Plan de Salud del Empleado ("Plan") de Dealer Tire Family of Companies pague, en promedio para todos los participantes del plan, tanto como paga la cobertura estándar de medicamentos con prescripción de Medicare, y que se considere como una cobertura "acreditable" de medicamentos con prescripción. Esto es importante por los motivos que se describen a continuación.

Debido a que su cobertura actual es, en promedio, al menos tan buena como la cobertura estándar de medicamentos con prescripción de Medicare, puede mantener esta cobertura y no pagar una prima más alta (una penalización) si posteriormente decide inscribirse en un plan de medicamentos de Medicare, siempre que lo haga dentro de períodos específicos.

Inscribirse en Medicare — Normas generales

A modo de contexto, puede inscribirse en un plan de medicamentos de Medicare si primero ha sido elegible para Medicare. Si califica para Medicare debido a su edad, puede inscribirse en un plan de medicamentos de Medicare durante un período de inscripción inicial de siete meses. Ese período comienza tres meses antes de que cumpla 65 años, incluyendo el mes en que los cumple, y continúa durante los siguientes tres meses. Si califica para Medicare debido a discapacidad o a enfermedad renal en fase terminal, su período inicial de inscripción en la Parte D de Medicare depende de la fecha en la que comenzó su discapacidad o tratamiento. Para obtener más información, debe comunicarse con Medicare al número de teléfono o a la dirección web que aparecen más adelante.

Inscripción tardía y penalización por inscripción tardía

Si decide *esperar* para inscribirse en un plan de medicamentos de Medicare, puede hacerlo posteriormente durante el período de inscripción anual de la Parte D de Medicare, el cual se abre cada año del 15 de octubre al 7 de diciembre. Pero como norma general, si difiere su inscripción en la Parte D de Medicare después de haber sido elegible para inscribirse, es posible que deba pagar una prima más alta (una penalización).

Si después de su período inicial de inscripción de la Parte D de Medicare usted pasa **63 días continuos o más sin cobertura “acreditable” de medicamentos con prescripción** (es decir, una cobertura de medicamentos con prescripción que sea, al menos, tan buena como la cobertura de medicamentos con prescripción de Medicare), su prima mensual de la Parte D puede subir en, al menos, 1% de la prima que habría pagado si se hubiera inscrito oportunamente por cada mes que no tuvo cobertura acreditable.

Por ejemplo, si después de su período inicial de inscripción de la Parte D de Medicare usted pasa 19 meses sin cobertura, su prima puede ser, al menos, 19% más alta que la prima que de otro modo hubiera pagado. Es posible que tenga que pagar esta prima más alta durante el tiempo que tenga cobertura de medicamentos con prescripción de Medicare. *Sin embargo, hay algunas excepciones importantes a la penalización por inscripción tardía.*

Excepciones del período especial de inscripción a la penalización por inscripción tardía

Existen “períodos especiales de inscripción” que le permiten agregar cobertura de la Parte D de Medicare meses o incluso años después de que sea elegible para hacerlo, sin una penalización. Por ejemplo, si después de su período inicial de inscripción de la Parte D de Medicare pierde o decide abandonar la cobertura médica patrocinada por el empleador o por el sindicato que incluye cobertura “acreditable” de medicamentos con prescripción, será elegible para inscribirse en un plan de medicamentos de Medicare en ese momento.

Además, si de otro modo pierde otra cobertura acreditable de medicamentos con prescripción (como en el caso de una póliza individual) sin que sea su culpa, podrá inscribirse nuevamente en un plan de medicamentos de Medicare sin penalización. Estos períodos especiales de inscripción finalizan dos meses después del mes en el que finaliza su otra cobertura.

Compare coberturas

Debe comparar su cobertura actual, incluidos cuáles medicamentos están cubiertos a qué costo, con la cobertura y los costos de los planes que ofrecen cobertura de medicamentos con prescripción de Medicare en su área. Consulte el resumen del Plan de **Dealer Tire Family of Companies** para obtener una síntesis de la cobertura de medicamentos con prescripción del plan. Si no tiene una copia, puede obtener una al comunicarse con nosotros al número de teléfono o a la dirección que se encuentran más adelante.

Coordinación de otra cobertura con la Parte D de Medicare

En términos generales, si decide inscribirse en un plan de medicamentos de Medicare mientras está cubierto por el plan de **Dealer Tire Family of Companies** debido a su empleo (o al empleo de otra persona, como su cónyuge o alguno de sus padres), su cobertura amparada por el Plan de **Dealer Tire Family of Companies** no resultará afectada. Para la mayoría de las personas cubiertas por el Plan, el Plan pagará primero los beneficios de medicamentos con prescripción, y Medicare determinará sus pagos en segundo lugar. Para obtener más información acerca de este tema sobre qué programa paga primero y qué programa paga en segundo lugar, consulte el resumen del Plan o comuníquese con Medicare al número de teléfono o a la dirección web que figuran más adelante.

Si decide inscribirse en un plan de medicamentos de Medicare y cancelar su cobertura de medicamentos con prescripción de **Dealer Tire Family of Companies**, tenga en cuenta que es posible que usted y sus dependientes no puedan recuperar esta cobertura. Para recuperar la cobertura, deberá volver a inscribirse en el Plan, conforme a las normas de elegibilidad e inscripción del Plan. Debe revisar el resumen del Plan para determinar si le está permitido agregar cobertura y cuándo.

Para obtener más información sobre este aviso o sobre su cobertura actual de medicamentos con prescripción:

Comuníquese con la persona que figura más adelante para obtener más información, o llame al **2164327401**.

NOTA: Recibirá este aviso cada año. También lo recibirá antes del próximo período en el que puede inscribirse en un plan de medicamentos de Medicare, y si esta cobertura a través de **Dealer Tire Family of Companies** cambia. También puede solicitar una copia.

Para obtener más información sobre sus opciones amparadas por la cobertura de medicamentos con prescripción de Medicare:

Puede encontrar información más detallada sobre los planes de Medicare que ofrecen cobertura de medicamentos con prescripción en el manual “Medicare & You” (Medicare y usted). Obtendrá una copia del manual por correo cada año de parte de Medicare. También es posible que los planes de medicamentos de Medicare se comuniquen directamente con usted.

Para obtener más información sobre la cobertura de medicamentos con prescripción de Medicare:

- Visite www.medicare.gov.
- Llame a su Programa Estatal de Asistencia de Seguros Médicos (consulte la contraportada interior de su copia del manual “Medicare y usted” para obtener su número de teléfono) para obtener ayuda personalizada.
- Llame al 1-800-MEDICARE (1-800-633-4227). Los usuarios de TTY deben llamar al 1-877-486-2048.

Si tiene ingresos y recursos limitados, hay disponible ayuda adicional para pagar la cobertura de medicamentos con prescripción de Medicare. Para obtener información sobre esta ayuda adicional, visite el sitio web del Seguro Social en www.socialsecurity.gov o llame al 1-800-772-1213 (los usuarios de TTY deben llamar al 1-800-325-0778).

Recuerde: Conserve este aviso de cobertura acreditable. Si decide inscribirse en uno de los planes de medicamentos de Medicare, es posible que deba proporcionar una copia de este aviso cuando se lo haga para mostrar si ha mantenido o no una cobertura acreditable y si debe o no pagar una prima más alta (una penalización).

Fecha:	September 1, 2024
Nombre de la entidad/del remitente:	Kellye Khas
Contacto — Cargo/oficina:	Director, Associate Service Center
Dirección:	7012 Euclid Avenue Cleveland, Ohio 44103
Número de teléfono:	2164327401

PLAN DE SALUD DEL EMPLEADO DE DEALER TIRE FAMILY OF COMPANIES
AVISO DE DERECHOS ESPECIALES DE INSCRIPCIÓN

Si rechaza la inscripción para usted o sus dependientes (incluido su cónyuge) debido a otro seguro de salud o a un plan colectivo de cobertura médica, puede inscribirse posteriormente a sí mismo y a sus dependientes en este plan si usted o sus dependientes pierden la elegibilidad para esa otra cobertura (o si el empleador deja de contribuir a su otra cobertura o a la de sus dependientes).

La pérdida de elegibilidad incluye, entre otros:

- Pérdida de elegibilidad para la cobertura como consecuencia de dejar de cumplir con los requisitos de elegibilidad del plan (p. ej., divorcio, cese de la situación de dependiente, fallecimiento de un empleado, terminación del empleo, reducción en el número de horas de empleo).
- Pérdida de la cobertura de una HMO porque la persona ya no reside o no trabaja en el área de servicio de la HMO y no hay otra opción de cobertura disponible a través del patrocinador del plan de la HMO.
- Eliminación de la opción de cobertura en la que se inscribió una persona, y no se ofrece otra opción en su lugar.
- No regresar de un permiso de ausencia de la Ley de Ausencia Familiar y Médica (Family and Medical Leave Act, FMLA).
- Pérdida de elegibilidad de acuerdo a Medicaid o al Programa de Seguro Médico Infantil (Children's Health Insurance Program, CHIP).

A menos que el evento que da lugar a su derecho especial de inscripción sea una pérdida de elegibilidad de acuerdo a Medicaid o al CHIP, debe solicitar la inscripción dentro de los **30 días** después de que finalice su otra cobertura o la de sus dependientes (o después de que el empleador que patrocina esa cobertura deje de contribuir a la cobertura).

Si el evento que da lugar a su derecho especial de inscripción es una pérdida de cobertura de acuerdo a Medicaid o al CHIP, puede solicitar la inscripción en este plan dentro de **60 días** después de la fecha en la que usted o sus dependientes pierden dicha cobertura de acuerdo a Medicaid o al CHIP. Del mismo modo, si usted o su(s) dependiente(s) se vuelven elegibles para un subsidio de primas otorgado por el estado a este plan, puede solicitar la inscripción en este plan dentro de los **60 días** después de la fecha en la que Medicaid o el CHIP determinen que usted o el(los) dependiente(s) califican para el subsidio.

Además, si tiene un nuevo dependiente producto de un matrimonio, nacimiento, adopción o colocación para adopción es posible que pueda inscribirse usted y sus dependientes. Sin embargo, debe solicitar la inscripción dentro de los **30 días** después del matrimonio, del nacimiento, de la adopción o de la colocación para adopción.

Para solicitar una inscripción especial u obtener más información, comuníquese con:

Kellye Khas
Director, Associate Service Center
2164327401

**** Este aviso es pertinente para coberturas de atención médica sujetas a las normas de transferencia de la Ley de Transferencia y Responsabilidad de Seguro Médico (Health Insurance Portability and Accountability Act, HIPAA).***

**Modelo de aviso general de los derechos de la cobertura de continuación de COBRA
(para que usen los planes de salud grupales de un solo empleador)**

****Derechos de la cobertura de continuación conforme a la ley COBRA****

Introducción

Le enviamos este aviso porque recientemente obtuvo la cobertura de un plan de salud grupal (el Plan). Este aviso contiene información importante acerca de su derecho a recibir la cobertura de continuación de COBRA, que es una extensión temporal de la cobertura del Plan. **Este aviso explica la cobertura de continuación de COBRA, el momento en el que usted y su familia pueden recibirla, y lo que usted puede hacer para proteger su derecho a obtenerla.** Al ser elegible para la cobertura de COBRA, también puede ser elegible para otras opciones que pueden costarle menos que la cobertura de continuación de COBRA.

El derecho a recibir la cobertura de continuación de COBRA se originó gracias a una ley federal, la Ley Ómnibus Consolidada de Reconciliación Presupuestaria (COBRA, por sus siglas en inglés) de 1985. Usted y otros familiares suyos pueden disponer de la cobertura de continuación de COBRA cuando se termine la cobertura de salud grupal. Para obtener más información acerca de sus derechos y obligaciones conforme al Plan y a la ley federal, debe revisar el resumen de la descripción del Plan o comunicarse con el administrador del Plan.

Al perder la cobertura de salud grupal, puede haber otras opciones disponibles. Por ejemplo, puede ser elegible para comprar un plan individual a través del mercado de seguros médicos. Al inscribirse en la cobertura a través del mercado de seguros médicos, puede cumplir con los requisitos para tener menores costos en las primas mensuales y gastos propios más bajos. Asimismo, puede tener derecho a un período de inscripción especial de 30 días en otro plan de salud grupal para el cual sea elegible (como un plan del cónyuge), aunque ese plan generalmente no acepte afiliados de último momento.

¿Qué es la cobertura de continuación de COBRA?

La cobertura de continuación de COBRA es la continuación de la cobertura del Plan cuando esta debería terminar debido a un evento determinado de la vida. Este acontecimiento también se conoce como “evento específico”. Los eventos específicos se incluyen más abajo en este aviso. Después de un evento específico, la cobertura de continuación de COBRA debe ofrecerse a cada persona considerada un “beneficiario que cumple con los requisitos”. Usted, su cónyuge y sus hijos dependientes podrían convertirse en beneficiarios que cumplan con los requisitos si la cobertura del Plan se pierde debido al evento específico. Según el Plan, los beneficiarios que cumplan con los requisitos y que elijan la cobertura de continuación de deben pagar la cobertura de continuación de COBRA.

Si usted es un empleado, se convertirá en un beneficiario que cumple con los requisitos si pierde la cobertura del Plan debido a estos eventos específicos:

- sus horas de empleo se reducen; o
- su empleo termina por un motivo que no sea una falta grave de su parte.

Si usted es el cónyuge del empleado, se convertirá en un beneficiario que cumple con los requisitos si pierde la cobertura del Plan debido a estos eventos específicos:

- su cónyuge muere;
- las horas de empleo de su cónyuge se reducen;
- el empleo de su cónyuge termina por un motivo que no sea una falta grave por parte de su cónyuge;
- su cónyuge adquiere el derecho a recibir los beneficios de Medicare (Parte A, Parte B o ambas); o
- se divorcia o se separa legalmente de su cónyuge.

Sus hijos dependientes se convertirán en beneficiarios que cumplen con los requisitos si pierden la cobertura del Plan debido a estos eventos específicos:

- el empleado cubierto muere;
- las horas de empleo del empleado cubierto se reducen;
- el empleo del empleado cubierto termina por un motivo que no sea una falta grave por parte del empleado cubierto;
- el empleado cubierto adquiere el derecho a recibir los beneficios de Medicare (Parte A, Parte B o ambas);
- los padres se divorcian o se separan legalmente; o el hijo deja de ser elegible para la cobertura del Plan como “hijo dependiente”.

¿Cuándo está disponible la cobertura de continuación de COBRA?

El Plan ofrecerá la cobertura de continuación de COBRA a los beneficiarios que cumplan con los requisitos solamente después de que se le informe al administrador del Plan que ha ocurrido un evento específico. El empleador debe notificar los siguientes eventos habilitantes al administrador del Plan:

- la terminación del empleo o la reducción de las horas de empleo;
- la muerte del empleado;
- el hecho de que el empleado adquiera el derecho a recibir los beneficios de Medicare (Parte A, Parte B o ambas).

Para todos los otros eventos específicos (divorcio o separación legal del empleado y el cónyuge, o hijo dependiente que pierde la elegibilidad para la cobertura como hijo dependiente), debe avisarle al administrador del Plan en los 60 días 60 posteriores a que se produzca el evento habilitante. Debe proporcionarle este aviso a: administrador del Plan). Informe al administrador del plan si tiene preguntas

sobre elegir la cobertura de continuación de COBRA.

¿Cómo se proporciona la cobertura de continuación de COBRA?

Después de que el administrador del Plan recibe el aviso de que se ha producido un evento específico, la cobertura de continuación de COBRA se ofrecerá a cada uno de los beneficiarios que cumplan con los requisitos. Cada beneficiario que cumpla con los requisitos tendrá su propio derecho a elegir la cobertura de continuación de COBRA. Los empleados cubiertos pueden elegir la cobertura de continuación de COBRA en nombre de su cónyuge y los padres pueden elegir la cobertura de continuación de COBRA en nombre de sus hijos.

La cobertura de continuación de COBRA es la continuación temporal de la cobertura debido a la terminación del empleo o a la reducción de las horas de trabajo, y en general dura 18 meses. Determinados eventos específicos, o un segundo evento específico durante el período inicial de cobertura, pueden permitir que el beneficiario reciba un máximo de 36 meses de cobertura.

También hay otros motivos por los cuales este período de 18 meses de la cobertura de continuación de COBRA puede prolongarse:

Extensión por discapacidad del período de 18 meses de la cobertura de continuación de COBRA

Si el Seguro Social determina que usted o alguien de su familia que esté cubierto por el Plan tiene una discapacidad y usted le avisa al respecto al administrador del Plan en el plazo correspondiente, usted y toda su familia pueden recibir una extensión adicional de hasta 11 meses de cobertura de continuación de COBRA, por un máximo de 29 meses. La discapacidad debe haber comenzado en algún momento antes de los 60 días de la cobertura de continuación de COBRA y debe durar al menos hasta el final del período de 18 meses de la cobertura de continuación de COBRA. *(Agregue la descripción de cualquier procedimiento adicional del Plan para este aviso, incluida la descripción de toda documentación o información obligatoria, el nombre de la persona a quien enviarle este aviso y el período válido para enviar el aviso).*

Extensión por un segundo evento específico del período de 18 meses de la cobertura de continuación de COBRA Si su familia sufre otro evento específico durante los 18 meses de la cobertura de continuación de COBRA, su cónyuge y sus hijos dependientes pueden recibir hasta 18 meses adicionales de cobertura de continuación de COBRA, por un máximo de 36 meses, si se le avisa al Plan como corresponde acerca del segundo evento específico. Esta extensión puede estar disponible para el cónyuge y cualquier hijo dependiente que reciba la cobertura de continuación de COBRA en el caso de que el empleado o ex empleado muera, adquiera el derecho a recibir los beneficios de Medicare (Parte A, Parte B o ambas), se divorcie o se separe legalmente, o si el hijo dependiente deja de ser elegible en el Plan como hijo dependiente. Esta extensión solo está disponible en el caso de que el segundo evento específico hubiese hecho que el cónyuge o el hijo dependiente pierda la cobertura del Plan si no se hubiese producido el primer evento específico.

¿Hay otras opciones de cobertura además de la cobertura de continuación de COBRA?

Sí. En lugar de inscribirse en la cobertura de continuación de COBRA, puede haber otras opciones de cobertura para usted y su familia a través del mercado de seguros médicos, Medicaid u otras opciones de un plan de salud grupal (por ejemplo, el plan de su cónyuge) mediante lo que se denomina un “período de inscripción especial”. Es posible que algunas de estas opciones cuesten menos que la cobertura de continuación de COBRA. Puede encontrar más información sobre muchas de estas opciones en www.healthcare.gov.

¿Puedo inscribirme en Medicare, en caso de ser elegible, después de que finalice la cobertura de mi plan de salud colectivo?

En general, después del período de inscripción inicial, hay un período de inscripción especial de 8 meses^[1] para inscribirse en Medicare Parte A o B, que comienza cuando ocurre lo primero de lo siguiente:

- El mes posterior a la finalización del empleo.
- El mes posterior a la finalización de la cobertura del plan de salud colectivo basada en el empleo actual.

Si elige la Ley Ómnibus Consolidada de Reconciliación Presupuestaria (COBRA) y desea inscribirse en Medicare Parte B después de que finalice su cobertura de continuación, es posible que tenga que pagar una penalidad por inscripción tardía. Si se inscribe inicialmente en Medicare Parte A o B después de elegir la cobertura de continuación COBRA, el plan puede terminar su cobertura de continuación (sin embargo, si Medicare Parte A o B entra en vigencia en la fecha de la elección de COBRA o antes de esta fecha, la cobertura de COBRA no se puede descontinuar debido al derecho a Medicare, incluso si la persona se inscribe en la otra parte de Medicare después de la fecha de la elección de la cobertura de COBRA).

Si está inscrito tanto en COBRA como en Medicare, Medicare será generalmente el pagador principal. Es posible que algunos planes “disminuyan” el monto que Medicare pagaría en caso de ser el pagador principal, incluso si usted no está inscrito.

Para obtener más información, visite www.medicare.gov/medicare-and-you

Si tiene preguntas

Las preguntas acerca de su Plan o de sus derechos a recibir la cobertura de continuación de COBRA deben enviarse al contacto o los contactos identificados abajo. Para obtener más información sobre sus derechos según la Ley de Seguridad de los Ingresos de Jubilación de los Empleados (ERISA, por sus siglas en inglés), incluida la ley COBRA, la Ley de Atención Médica (de bajo costo) y la Protección al Paciente, y otras leyes que afectan a los planes de salud grupales, comuníquese con la oficina regional o de distrito más cercana de la Administración de Seguridad de Beneficios para Empleados (EBSA, por sus siglas en inglés) del Departamento de Trabajo de Estados Unidos en su área, o visite www.dol.gov/ebsa. (Las direcciones y los números de teléfono de las oficinas regionales y de distrito de EBSA están disponibles en el sitio web de EBSA). Para obtener más información acerca del mercado de seguros médicos, visite www.HealthCare.gov.

Informe a su plan si cambia de dirección

Para proteger los derechos de su familia, informe al administrador del Plan sobre cualquier cambio en las direcciones de sus familiares. También debe conservar una copia, para su registro, de todos los avisos que le envíe al administrador del Plan.

Información de contacto del Plan

(Ingrese el nombre del Plan y el nombre (o el puesto), la dirección y el número de teléfono de la persona o las personas a las que se les puede solicitar información sobre el Plan y la cobertura de continuación de COBRA).

Kellye Khas

Director, Associate Service Center

2164327401

AVISO SOBRE DERECHOS DE SALUD Y CÁNCER DE LAS MUJERES

La ley exige que el Plan de Atención Médica del Empleado de Dealer Tire Family of Companies le proporcione el siguiente aviso:

La Ley de Derechos de Salud y Cáncer de las Mujeres (Ley de Salud de la Mujer y Derechos del Cáncer, WHCRA) brinda ciertas protecciones para personas que reciben beneficios relacionados con la mastectomía. La cobertura se proporcionará de una manera determinada en consulta con el médico tratante y el paciente para:

- Todas las etapas de reconstrucción del seno en el que se realizó la mastectomía.
- Cirugía y reconstrucción del otro seno para producir una apariencia simétrica.
- Prótesis.
- Y tratamiento de complicaciones físicas de la mastectomía, incluidos linfedemas.

El Plan de Atención Médica del Empleado de Dealer Tire Family of Companies brinda cobertura médica para mastectomías y procedimientos relacionados enumerados anteriormente, sujetos a los mismos deducibles y coaseguros aplicables a otros beneficios médicos y quirúrgicos provistos en este plan. Por lo tanto, los siguientes deducibles y coaseguros aplican:

PPO 1	Dentro de la red	Fuera de la red
Deducible individual	\$1,000	\$1,125
Deducible familiar	\$3,000	\$3,375
Coaseguro	85%	70%

PPO 2	Dentro de la red	Fuera de la red
Deducible individual	\$1,200	\$1,750
Deducible familiar	\$3,600	\$5,200
Coaseguro	80%	60%

PPO3	Dentro de la red	Fuera de la red
Deducible individual	\$1,400	\$4,100
Deducible familiar	\$4,200	\$12,300
Coaseguro	70%	40%

HSA	Dentro de la red	Fuera de la red
Deducible individual	\$3,300	\$3,000
Deducible familiar	\$6,000	\$5,600
Coaseguro	80%	60%

Si desea obtener más información sobre los beneficios de la WHCRA, consulte su [Summary Plan Description](#) o comuníquese con su Administrador del Plan al:

Kellye Khas
 Director, Associate Service Center
 2164327401

AVISO DE LOS PROGRAMAS DE BIENESTAR PATROCINADOS POR EL EMPLEADOR

Dealer Tire Family of Companies Wellness Program es un programa de bienestar voluntario disponible para **All Employees**. El programa es administrado de acuerdo con las normas federales que permiten los programas de bienestar patrocinados por el empleador que buscan mejorar la salud de los empleados o prevenir enfermedades, incluye la Ley sobre Estadounidenses con Discapacidades de 1990 (Americans with Disabilities Act, ADA), la Ley de No Discriminación por Información Genética de 2008 (Genetic Information Nondiscrimination Act, GINA) y Ley de Portabilidad y Responsabilidad de Seguros Médicos, según sea el caso, entre otras.

Los detalles sobre el programa de bienestar, que incluyen criterios e incentivos, se pueden encontrar en el **Summary Plan Description**.

Si no puede participar en alguna de las actividades con relación a su salud o no obtiene algunos de los resultados médicos necesarios para merecer un incentivo, es posible que tenga derecho a una adaptación razonable o una norma alternativa. Puede solicitar una adaptación razonable o una norma alternativa, comunicándose con **Kellye Khas** al **2164327401** o al **benefithotline@dealertire.com**.

La información de **the Biometric Screening** y **the Health Risk Assessment** se utilizará con el fin de brindarle información que lo ayude a comprender su condición médica actual y los posibles riesgos. Asimismo, se puede utilizar para ofrecerle servicios a través del programa de bienestar, como **additional education, tools and resources**. También le recomendamos que comparta sus resultados o preocupaciones con su médico de cabecera

Protecciones contra la divulgación de información médica

Por ley, debemos mantener la privacidad y seguridad de su información médica personal e identificable. Aunque el programa de bienestar y **Dealer Tire Family of Companies** pueden utilizar información adicional recopilada para diseñar un programa con base en los riesgos para la salud que se presentan en su lugar de trabajo, el programa de bienestar nunca divulgará su información personal ni al público ni al empleador, a menos que sea necesario para responder una solicitud de su parte sobre una adaptación razonable que se necesita para participar en el programa de bienestar o conforme a la ley permita. La información médica que lo identifica de forma personal y se proporciona

con relación a el programa de bienestar no se divulgará ni a los directores o gerentes y no se utilizará para tomar decisiones con respecto a su empleo.

Se prohíbe la venta, intercambio, transferencia y divulgación de su información médica, conforme a la ley lo permita, a menos que sea para realizar determinadas actividades relacionadas al programa de bienestar y no se le pedirá o exigirá que renuncie al derecho de la confidencialidad de su información médica como condición para participar en el programa de bienestar o para obtener un incentivo. Cualquier persona que reciba su información con la finalidad de brindarle servicios, como parte del programa de bienestar, cumplirá con los mismos requisitos de confidencialidad. La(s) única(s) personas que recibirán su información médica personal e identificable es(son) **Personify Health** a fin de brindarle servicios bajo el programa de bienestar.

Además, toda la información médica que se obtenga a través del programa de bienestar se mantendrá separada de sus registros personales, la información almacenada de manera electrónica se codificará y la información que proporcione, como parte del programa de bienestar, se utilizará para tomar una decisión sobre su empleo. Se tomarán las precauciones necesarias para evitar cualquier filtración de información y en caso de que se filtre alguna información que incluya información que proporcionó con relación al programa de bienestar, le notificaremos de inmediato.

No puede ser discriminado en su empleo a causa de la información médica que proporciona como parte de participar en el programa de bienestar, ni se deben tomar represalias en su contra si decide no participar.

Si tiene alguna pregunta o preocupación sobre este aviso o sobre las protecciones contra la divulgación y represalias, comuníquese con **Kellye Khas** al **2164327401** o al **benefithotline@dealertire.com**.