

**NOTICE OF PRIVACY PRACTICES
OF
GROUP HEALTH PLANS
SPONSORED BY
LINDSAY MANUFACTURING CO.**

**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.**

Each group health plan in which you participate (the "Plan") is required by federal and state law to maintain the privacy of your personal health information. The Plan is also required to give you a Notice which describes its privacy practices, its legal duties and your rights concerning such information. This Notice is the joint Notice for all group health plans sponsored by Lindsay Manufacturing Co.

USES AND DISCLOSURES OF YOUR INFORMATION

The Plan is permitted or required to use or disclose your health information without your authorization (permission) to carry out certain services and activities. Many of those services or activities are performed through contracts with outside persons or organizations, such as auditing, actuarial services, administrative services, legal services, etc. It may be necessary for the Plan to provide certain of your health information to these outside persons or organizations who assist the Plan with these functions or activities. The Plan requires these persons and entities to appropriately safeguard the privacy of your information.

The following are the types of uses and disclosures the Plan may make of your health information without your authorization. Where State or federal law restricts one of the described uses or disclosures, the Plan will follow the requirements of such State or federal law. The following are general descriptions only. They do not cover every example of a disclosure within a category.

Treatment. The Plan will make disclosures of your health information as necessary for your treatment. For instance, a doctor or health facility involved in your care may request certain of your health information that the Plan maintains in order to make decisions about your care. We will disclose your medical information to your physician and other practitioners, providers and health care facilities for their use in treating you.

Payment. The Plan will use and disclose your health information as necessary for payment purposes. For example, the Plan may use and disclosure your health information to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to determine whether services are medically necessary or to pre-authorize or certify services as covered under your plan of benefits. We may also disclose medical information about you to other health care providers and health plans for their payment purposes. For example, if you have other health coverage, the Plan may disclose your health information to other health care programs or insurance carriers in order to coordinate payment of benefits. The group health plans jointly following this notice will share your health information for purposes of payment.

Health Care Operations. The Plan will use and disclose your health information as necessary for the Plan's health care operations. For example, the Plan may use and disclose your medical information to conduct quality improvement activities, engage in care coordination, or to purchase reinsurance for excess claims. The Plan may also disclose your health information to another covered entity for

purposes of that entity's health care operations. For example, another health plan or health care provider may request your health information for purposes of conducting quality assurance and improvement activities, or accreditation, certification, licensing or credentialing activities. The group health plans jointly following this notice will share your health information for purposes of joint health care operations of the Plan.

Plan Sponsor: The Plan may disclose your health information to the Plan Sponsor, Lindsay Manufacturing Co., to permit the Plan Sponsor to perform plan administration functions on behalf of the Plan. The Plan documents restrict the uses and disclosures that the Plan Sponsor may make of your health information, and require the Plan Sponsor to certify that the information provided will be maintained in a confidential manner and not used for employment-related decisions or for other employee benefit determinations without your authorization or in any other manner not permitted by law or the Plan documents. The Plan may disclose "summary health information" to the Plan Sponsor for obtaining bids or for the purpose of amending or terminating the Plan. "Summary health information" includes claim history, claim expenses and types of claims by individual without including any personally identifying information. The Plan may also disclose to the Plan Sponsor information on whether you are participating in the Plan.

Information Received Prior to Enrollment. The Plan may receive from you and your health care providers health information prior to your enrollment in the Plan. The Plan will not use or further disclose this health information for any purpose, except as required by law, unless you enroll in the Plan. After enrollment, uses and disclosures are governed by the terms of the Notice then in effect.

Friends and Family. The Plan may disclose health information to family members or friends who are involved in your care or payment for your care to facilitate that person's involvement in caring for you or paying for your care. If you are present, the Plan will give you the opportunity to object before it makes such disclosures. If you unavailable, incapacitated or are in an emergency, the Plan may disclose limited information to these persons if the Plan determines disclosure is in your best interest.

Disaster Relief: The Plan may use or disclose your name, location and general condition or death to a public or private organization authorized by law or by its charter to assist in disaster relief efforts.

Deceased Individuals: The Plan may disclose the health information of a deceased individual to a coroner, medical examiner, or funeral director to carry out their duties as allowed by law.

Organ Donation: If you are an organ donor or recipient, the Plan may release health information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Research: The Plan may use or disclose your medical information for research purposes, in accordance with certain safeguards.

Law Enforcement: The Plan may disclose your health information to law enforcement authorities for law enforcement purposes such as reporting wounds of violence and physical injuries or other similar disclosures required by law; in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, fugitive, material witness, or missing person; if you are the victim of a crime, but only if your agreement is obtained or, under certain limited circumstances, if the Plan is unable to obtain your agreement; about a death which is believed to be the result of criminal conduct; and in emergency circumstances, to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime. The Plan must comply with federal and state laws in making such disclosures.

Public Health Activities: The Plan may disclose medical information about you for public health activities. These activities may include disclosures to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury or disability; to appropriate authorities authorized to receive reports of child abuse and neglect; to the Food and Drug

Administration or a person subject to the jurisdiction of the FDA for purposes of monitoring or reporting the quality, safety or effectiveness of FDA-regulated products; or to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

Abuse, Neglect and Domestic Violence: The Plan may notify the appropriate government authority if it believes you have been the victim of abuse, neglect or domestic violence. Unless such disclosure is required by law, the Plan will only make this disclosure if you agree or, if unable to obtain your agreement, under limited other circumstances when authorized by law.

To Avert a Serious Threat To Health or Safety. Under certain circumstances the Plan may use or disclose protected health information if, in good faith, the use or disclosure is necessary to prevent or lessen the threat and is to a person reasonably able to prevent or lessen the threat (including the subject of the threat) or, under limited circumstances, is necessary for law enforcement authorities to identify or apprehend an individual involved in a crime.

Military and National Security: The Plan may release your health information if you are a member of the armed forces as required by military command authorities. It may also release medical information about foreign military personnel to the appropriate foreign military authority. The Plan may also release your health information to federal authorities if necessary for national security or intelligence activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, the Plan may disclose your protected health information to the correctional institution or to a law enforcement official for (1) the institution to provide health care to you, (2) your health and safety and the health and safety of others, or (3) the health and security of the correctional institution.

Legal Proceedings: If you are involved in a lawsuit or a dispute, the Plan may disclose medical information about you in response to a court or administrative order. The Plan may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if reasonable efforts have been made to notify you of the request or to obtain an order from the court protecting the information requested.

Workers' Compensation: The Plan may disclose your health information to comply with workers' compensation laws or other similar programs providing benefits for work-related injuries.

Health Oversight Activities: The Plan may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Required by Law: The Plan will disclose health information about you when required to do so by federal or state law, including disclosures to the U.S. Department of Health and Human Services upon request for purposes of determining the Plan's compliance with federal law.

You and Your Authorization. The Plan must disclose your health information to you, as described later in this Notice. You may also give us written authorization to use your health information or to disclose it for any purpose. You may revoke your authorization at any time, but your revocation will not affect any use or disclosure made by the Plan in reliance on your authorization. Without your written authorization, the Plan may not use or disclose your medical information for any reason except those described above.

Other Uses and Disclosures. Other uses and disclosures of your medical information not covered above will be made only with your written authorization. If you authorize us to use and disclose your information, you may revoke that authorization at any time. Such revocation will not affect any action we have taken prior to the revocation in reliance on your authorization.

INDIVIDUAL RIGHTS

Access to Your Health Information. You have the right to copy and/or inspect the health information that the Plan maintains on your behalf, with limited exceptions. All requests for access must be made in writing and signed by you or your representative. If you request copies, the Plan may charge you a reasonable, cost-based fee for each page, plus an additional amount for postage if you request a mailed copy. If you prefer, the Plan may agree to prepare a summary or an explanation of your health information and may charge a fee to prepare such summary.

Amendment to Your Health Information. You have the right to request in writing that the health information the Plan maintains about you be amended or corrected. The Plan is not obligated to make all requested amendments but will give each request careful consideration. For example, if the Plan did not create the information, your request will be denied. If the Plan denies your request, you will be provided with a written explanation and an explanation of your rights. All amendment requests must be in writing, signed by you or your representative, and must state the reasons for the requested amendment.

Accounting for Disclosures of Your Health Information. You have the right to receive an accounting of certain disclosures made by the Plan of your personal health information after April 14, 2004. Requests must be made in writing and signed by you or your representative. The first accounting in any 12-month period is free; you may be charged a fee for each subsequent accounting you request within the same 12-month period.

Request for Voluntary Restrictions on Use and Disclosure. You have the right to request that the Plan voluntarily place additional restrictions on its use or disclosure of your health information for treatment, payment, health care operations or to persons you identify. The Plan is not required to agree to these additional restrictions, but if it does, it will abide by the agreement (except in an emergency). To be effective, any agreement by the Plan must be in writing signed by a person authorized to make such an agreement on the Plan's behalf. The Plan retains the right to terminate any agreed to restriction upon notification to you of such termination. The termination will only be effective for health information received after providing notice to you.

Confidential Communications. You have the right to request that the Plan communicate with you about your health information by alternative means or at an alternative location. You must make your request in writing to the address listed at the end of this Notice. The Plan is required to accommodate reasonable requests if you inform the Plan that disclosure of all or part of your information could place you in danger, specifies the alternative means or location and continues to permit the Plan to collect premiums and pay claims under your health plan, including issuance of explanation of benefits to the subscriber of Plan in which you participate.

Complaints. If you have concerns about any of the Plan's privacy practices or believe that your privacy rights may have violated. You may also submit a written complaint to the U.S. Department of Health and Human Services. The Plan supports your right to protect the privacy of your health information. Neither the Plan nor the Plan Sponsor will retaliate in any way if you chose to file a complaint with the Plan or with the U.S. Department of Health and Human Services.

Exercising Your Rights. The Plan contracts with outside administrators (the "Administrator") to actually administer and operate the Plan. Under the terms of the arrangement, it is the Administrator, not the Plan, which creates, maintains and uses most or all of the medical information about you. To exercise the individual rights described in this Notice, or to file a complaint, contact:

Medical/Dental Benefits: Compliance Manager/Privacy Coordinator
First Administrators, Inc.
512 Main Street, Suite 200
Rapid City, SD 57701
(800-658-3073)
(605-343-7054 Fax)

Flexible Benefits: Compliance Manager/Privacy Coordinator
First Administrators, Inc.
512 Main Street, Suite 200
Rapid City, SD 57701
(800-658-3073)
(605-343-7054 Fax)

Prescription Drug Benefits: Privacy Officer
Express Scripts, Inc.
P. O. Box 6561
St. Louis, MO 66561
(800-524-4491, Ext. 67083)

Employee Assistance Benefits: Privacy Officer
Best Care Employee Assistance Program
9239 W. Center Road
Omaha, NE 68124
(402-354-8000 Omaha Local Area)
(800-666-8606 Outside Omaha Area)

ABOUT THIS NOTICE

The Plan is required to abide by the terms of the Notice currently in effect. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all of your personal health information that it maintains, including that which it created or received while the prior Notice was in effect. If the Plan makes a material change to its privacy practices, it will revise its Notice and provide you with a copy of the revised Notice.

If you receive this Notice by electronic mail (e-mail), you are entitled to receive this Notice in written form. Please contact the Privacy Officer at the address listed below to obtain a written copy.

CONTACT INFORMATION

PRIVACY OFFICER: For questions about this Notice, contact the Plan's Privacy Officer at:

Lindsay Manufacturing Co.
Attention: Privacy Officer
214 E. 2nd Street
P.O. Box 156
Lindsay, NE 68644-0156
(402) 428-2131

EFFECTIVE DATE OF NOTICE: April 14, 2004