



**IAFF MERP  
MEDICAL EXPENSE  
REIMBURSEMENT PLAN**

Administered by Benefit Programs Administration  
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**WASHINGTON STATE COUNCIL OF  
FIRE FIGHTERS EMPLOYEE BENEFIT TRUST  
NOTICE OF PRIVACY PRACTICES  
WITH RESPECT TO PROTECTED HEALTH INFORMATION**

**Introduction:** The Health Insurance Portability and Accountability Act of 1996 (HIPAA) contains a Privacy Rule pertaining to your protected health information (“PHI”). PHI is a subset of health information that identifies or can be used to identify a particular individual and relates to the past, present, or future physical or mental health or condition of the individual, provision of health care to the individual, or payment for the provision of health care to the individual.

The *IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust* (“the Plan”) is required to provide you this Notice describing our duties and your rights with respect to your PHI and the manner in which it may be used or disclosed. This Notice only applies to PHI created or received by or on behalf of the Plan.

**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.**

- I. Our Duties Concerning Protected Health Information:** The Plan is required by law to maintain the privacy of your PHI according to the terms of the Privacy Rule and other applicable laws. We are also required to abide at all times by the terms of this Notice.

If any applicable state or federal law imposes limitations upon uses and disclosures of PHI that are more stringent than the limitations imposed under the Privacy Rule, we are required to adhere to those more stringent limitations.

- II. Uses and Disclosures for Treatment, Payment, and Health Care Operations:** Except with respect to uses or disclosures set forth in Paragraphs V(A)-V(C) of this Notice, we may, without obtaining your consent, use or disclose your PHI for treatment, payment, or health care operations of the Plan or of another Covered Entity, as follows:

- A. Treatment. The Plan may use or disclose your PHI to facilitate medical treatment and services by providers (such as doctors, nurses, technicians) who are involved in taking care of you. For example, we may provide your PHI to your health care provider in an emergency situation.
- B. Payment. The Plan may use and disclose your PHI to determine or fulfill its responsibility for coverage and provision of benefits, including determining eligibility for Plan benefits, facilitating payment activities related to reimbursement of Covered Expenses, determining benefit responsibility under the Plan, and coordinating Plan coverage with another health plan. The Plan may also use and disclose PHI for other payment purposes as permitted by HIPAA. For example, the Plan may disclose payment on a claim to another health plan, to coordinate

benefits between the two plans, or it may disclose PHI to the Board of Trustees to review and decide an appeal.

- C. Health Care Operations and Administration of the Plan. The Plan may use and disclose your PHI for Plan operations. These uses and disclosures are necessary for the administration of the Plan. For example, medical information may be used or disclosed in connection with conducting quality assessment and improvement activities; to conduct data analyses for cost control, determination of benefit levels, and other activities relating to Plan coverage; conducting or arranging for legal services, audit services, and fraud and abuse detection programs; business management, including in connection with the merger or consolidation of the Plan; and for general Plan administrative activities, such as providing you with customer service. The Plan may also use and disclose your PHI for such other healthcare operations of the Plan as permitted by HIPAA.

The Plan may disclose PHI to the Plan Sponsor as necessary to perform plan administration functions.

**III. Other Uses and Disclosures Permitted or Required Without Authorization:** Except with respect to uses or disclosures set forth in Paragraphs V(A)-V(C) of this Notice, we may, by complying with the requirements and limitations specified in the Privacy Rule, use or disclose PHI without your written consent or authorization, and without providing you the opportunity to agree or object to such use or disclosure, in the following circumstances:

- A. To the extent such use or disclosure is required by law.
- B. We may disclose PHI to our Business Associates so that they can perform services for us, and they may use or disclose PHI for any or all of the same purposes for which we are permitted to use or disclose it, as well as for the Business Associate's own management and administration. Business associates are contractually required not to use or disclose your health information for any other purposes.
- C. For public health activities or public health oversight, to the extent authorized by law, including reporting regarding child abuse or neglect.
- D. The Plan may disclose Summary Health Information, as defined in HIPAA regulations, to the Plan Sponsor for purposes of modifying, amending, or terminating the Plan. The Plan may also disclose to the Plan Sponsor information on whether you are participating in the Plan.
- E. When and to the extent required or authorized by law or authorized by you regarding a victim of abuse, neglect, or domestic violence.
- F. To the extent authorized by order of a court or administrative tribunal or in response to a subpoena, discovery request, or other lawful process in a judicial or administrative

proceeding; provided that certain substance use disorder records are subject to further protections as described in Section V of this Notice.

- G. For law enforcement purposes, when required by law or, subject to certain conditions, pursuant to a judicial or administrative order. In addition, the Plan may disclose PHI, to the extent and under the circumstances authorized by law, in the following circumstances: (i) for the purposes of identifying or locating an individual, (ii) about an individual who is or is suspected to be a victim of a crime, (iii) about an individual who has died, if it is suspected that the death resulted from criminal conduct, (iv) reporting crime in emergencies, or (v) if the information constitutes evidence of criminal conduct on our premises. Note that certain substance use disorder records cannot be used or disclosed in civil, criminal, administrative, or legislative proceedings against you, unless the use or disclosure is authorized based on your written consent, or by a court order after you are provided notice and an opportunity to be heard. See Section V of this Notice for more information.
- H. To coroners, medical examiners, and funeral directors, to the extent authorized by law, for the performance of their duties.
- I. For procurement, banking, or transplantation of cadaveric organs, eyes, or tissue.
- J. For research purposes, to the extent and under the circumstances authorized by law.
- K. To prevent or lessen a serious and imminent threat to health or safety or to enable law enforcement authorities to identify or apprehend an individual.
- L. For specialized government functions related to military personnel, veteran's benefits, national security, protective services, medical suitability determinations, law enforcement custodial situations, and public benefits programs.
- M. For compliance with workers' compensation laws and similar programs that provide benefits for work-related injury or illness regardless of fault.

#### **IV. Disclosures to Personal Representatives & Family Members**

- A. Personal Representatives. The Plan will disclose your PHI to your personal representative under HIPAA, as verified by the Plan. You or your personal representative may be required to provide the Plan with documentation supporting your personal representative's authority to make health care decisions on your behalf. Parents are generally the personal representative of their minor children.

However, under HIPAA, the Plan does not have to disclose information to a personal representative if it has a reasonable belief that: (1) you have been, or may be, subjected to domestic violence, abuse or neglect by such person; or (2) treating such person as your personal representative could endanger you; and (3) in the exercise of

professional judgment, it is not in your best interest to treat the person as your personal representative.

- B. Family, Close Personal Friends, and Others Involved in Your Health Care. The Plan may disclose your PHI to family members, close personal friends, or other people identified by you who are involved with your health care or the payment of your health care, provided that: (1) The Plan gives you the opportunity to agree or object to the disclosure, and you do not object to the disclosure; or (2) If you are unable to agree or object due to incapacity or an emergency, the Plan determines that the disclosure is in your best interest.

- V. **Authorization Required for Other Uses and Disclosures:** Uses and disclosures of PHI other than those identified above will be made only with your written authorization. You may revoke such authorization at any time, provided that the revocation is in writing. If you revoke your authorization, the Plan will no longer use or disclose your PHI except as otherwise permitted or required by law. However, your written revocation will only be effective for future uses and disclosures, and we will be unable to take back any disclosures we have already made pursuant to your authorization.

- A. Psychotherapy Notes. We are required to obtain an authorization for any use or disclosure of psychotherapy notes, except to defend the Trust in a legal action or other proceeding brought by the individual who is the subject of the notes.
- B. Marketing Purposes & Sale of Your PHI: The Trust will never use your PHI for marketing purposes and will not sell your PHI, unless you provide written authorization.
- C. Certain Substance Use Disorder Records. If we receive substance use disorder (“SUD”) treatment records from a federally assisted substance use disorder program that is covered by 42 CFR Part 2 (a “Part 2 Program”), and we are notified of the prohibition on redisclosure in accordance 42 CFR Section 2.32, we will not use or disclose such SUD treatment records, except as described herein.

To the extent we receive substance use disorder records from a Part 2 Program, or testimony relaying the content of such records, through a single consent you provide to the Part 2 Program to use and disclose the Part 2 Program record for all future uses and disclosures for treatment, payment or health care operations, we may use and disclose your Part 2 Program record for treatment, payment and health care operations purposes as described in

this Notice. If we receive or maintain your Part 2 Program record through specific consent you provide to us or another third party, we will use and disclose your Part 2 Program record only as expressly permitted by you in your consent as provided to us.

In no event will we use or disclose your Part 2 Program record, or testimony that describes the information contained in your Part 2 Program record, in civil, criminal, administrative, or legislative proceedings by any Federal, State, or local authority, against you, unless the use or disclosure is authorized based on your written consent, or by a court order after you are provided notice and an opportunity to be heard, as required by 42 CFR Part 2. A court order authorizing use or disclosure of SUD records must be accompanied by a subpoena or other similar legal mandate compelling disclosure before the requested SUD record is used or disclosed.

To authorize this Plan to use or disclose your Part 2 Program records in a manner for which you have not already consented to such use or disclosure, you must complete an Authorization form in writing and provide it to the Privacy Officer. Your authorization can be revoked in writing only by submitting your revocation request to the Privacy Officer. Any disclosure of Part 2 Program records made pursuant to an individual's written consent will be accompanied by a copy of the consent or a clear explanation of the scope of the consent.

**VI. Individual Rights:** All participants have the following rights with respect to PHI that the Plan maintains about them:

- A. Restrictions on Uses and Disclosures. You may request that we restrict or limit the Plan's uses or disclosures of your PHI to carry out treatment, payment, or health care operations or for locating and providing information to persons involved with your care or payment for your care (such as a family member or friend).

We are required to agree to your request only if the disclosure is for the purpose of carrying out payment or health care operations (and is not for the purpose of carrying out treatment) for a health care item or service for which you have paid the health care provider out-of-pocket in full.

Except as described above, we are not required to agree to your request. If we agree to your request, we will be entitled to terminate our agreement with respect to PHI created or received after we notify you of the termination. Until then we are required to abide by the restriction unless the information is required for purposes such as giving you emergency treatment; assisting the Secretary of Health and Human Services to investigate privacy complaints; including your name in a health care facility directory

if you are incapacitated or in emergency circumstances; and circumstances described in Section III of this Notice for which an opportunity to agree or object is not required.

To request restrictions, you must make your request in writing to the Plan's Privacy Officer, using the contact information in Section VIII of this Notice. In your request, you must state: (1) what information you want to limit; (2) whether you want to limit the Plan's use, disclosure, or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse).

- B. Confidential Communications. We must accommodate reasonable requests to have PHI communicated to you in confidence by alternative means or at alternative locations. We may require your request to be in writing, state if appropriate how payment for the accommodation will be handled, specify an alternative method of contacting you, and state that disclosure of all or part of the PHI could endanger you.
- C. Access for Inspection and Copying. You may make a written request to inspect and copy PHI that is maintained about you in a designated record set. If we grant your request we may provide the information requested or, with your consent, furnish an explanation or summary of the information. We may impose a reasonable fee for the costs of copying and mailing the information you have requested and costs to which you have agreed in advance for preparing an explanation or summary. If we deny your request in whole or in part we must, after excluding the information to which access is denied, provide access insofar as possible to other PHI subject to your request.

We may in some circumstances deny your request without providing an opportunity for review, as when the information consists of psychotherapy notes or was compiled for use in a legal or administrative proceeding, and certain other circumstances. There are circumstances in which we must provide an opportunity for review of our denial, as when the denial is based upon a determination that provision of the information is likely to cause substantial harm to you or another person.

- D. Amendment to PHI Held in Designated Record Set. You may request amendments to PHI maintained about you in a designated record set. If we accept your request in whole or in part, we must identify the information affected thereby, provide a link to the amendment, and make reasonable efforts to notify within a reasonable time persons disclosed by you or known to us who might foreseeably rely on the information to your detriment. We may deny your request if we determine that the information subject to your request is already accurate and complete, is not part of the designated record set, would not be available for inspection as described in Paragraph VI(C), above, was not created by us, and in certain other circumstances.

If we deny your request in whole or in part, you will be entitled to submit a written statement of disagreement. We may submit a rebuttal statement. We will be required to identify the information subject to your request and provide a link to the request, our denial, and any statements of disagreement and rebuttal. We will also be required if asked by you to include your request for amendment and our denial with any future disclosures of the information subject to your request. If you submit a statement of disagreement, we will be required to include your request for amendment, our denial, your statement of disagreement, and any rebuttal statement with any subsequent disclosure of the information to which the disagreement relates. We must in all cases inform you in plain language of the basis for our denial and the means by which you can file a complaint with the Department of Health and Human Services or the Privacy Contract Officer identified in Section VIII of this Notice if you believe our denial was improper.

- E. Accountings of Disclosures. You may obtain an accounting of our disclosures of PHI about you during any period up to six years before the date of your request, including information about who received your protected records, the date of the disclosure, and a brief description of the information that was disclosed. There are certain disclosures to which this right does not apply, such as disclosures made to you or for the purpose of carrying out treatment, payment, and health care operations. In addition, under certain circumstances, we are required to suspend this right to receive an accounting of disclosures made to a health oversight agency or law enforcement official if the accounting might impede their activities. The first accounting will be provided without charge. A reasonable cost-based fee may be imposed for subsequent accountings within the same 12-month period. You will be entitled to avoid or reduce the fee by withdrawing or modifying your request.
- F. Paper Copies of this Notice. Regardless of the form in which you have chosen to receive this Notice from us, you may receive a paper copy at any time from the Privacy Officer identified in Section VIII.

**VII. Changes to Privacy Practices.** We must change our privacy practices when required by changes in the law. We reserve the right to make other changes to our privacy practices or to this Notice that comply with the law. Whenever a change to our privacy practices materially affects the contents of this Notice, we will prepare a revised Notice and post it on the Plan's website and mail it in the Plan's next annual mailing (or, if the Trust has no website, send it within 60 days to individuals then covered by the Plan). The Privacy Officer identified in Section VIII will also provide a current copy of this Notice upon request.

**VIII. Additional Information and Complaints.** You may, as specified below, obtain additional information and/or submit complaints regarding our duties and your rights with respect to PHI:

- A. Privacy Officer. The rights and duties described in this Notice are subject to detailed regulations in the Privacy Rule. We have appointed a Privacy Officer, whom you may contact at any time to obtain further information and assistance or a current paper copy of this Notice:

Sean Minner, Privacy Officer  
c/o Benefit Programs Administration  
1200 Wilshire Blvd. Fifth Floor  
Los Angeles, CA 90017  
Phone: (562) 463 - 5000

- B. Privacy Complaints. You may file a Privacy Complaint whenever you believe that we are not complying with the Privacy Rule or the terms of this Notice. Complaints may be filed with the Plan's Privacy Officer or the Secretary of the U.S. Department of Health and Human Services, Hubert Humphrey Building Room 509F, 200 Independence Avenue S.W., Washington D.C. 20201. Complaints must be filed in writing and describe the acts or omissions about which you are complaining. A complaint to the Secretary must name the entity that is the subject of the complaint and be filed within 180 days of when you learned or should have learned about the act or omission complained of, unless this time limit is waived by the Secretary for good cause shown. The Secretary encourages you to file your complaint using the Office of Civil Rights (OCR) online portal at <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.
- C. No Intimidation or Retaliation. No intimidation, discrimination, or retaliation shall be permitted against you for the exercise of your rights under the Privacy Rule or our privacy policies, including the right to file a Privacy Complaint.

**IX. Effective Date:** This notice shall become effective on the 16<sup>th</sup> day of February 2026, and shall remain in effect until it is amended, and a revised Notice is provided to you as described in Section VII.

*PHI use and disclosure is regulated by federal law, 45 CFR parts 160 and 164, subparts A and E. The law and its regulations will supersede any discrepancy between this Notice and the law and regulations.*

**From: BOARD OF TRUSTEES  
IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN  
OF THE WASHINGTON STATE COUNCIL OF  
FIRE FIGHTERS EMPLOYEE BENEFIT TRUST**

**Trust Office: (562) 463 – 5000**

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