

**WASHINGTON STATE COUNCIL OF FIRE FIGHTERS  
EMPLOYEE BENEFIT TRUST  
IAFF MEDICAL EXPENSE REIMBURSEMENT PLAN  
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 “protected health information” (“PHI”), which is information that identifies a particular individual and relates to (1) the past, present, or future physical or medical condition of the individual; (2) provision of health care to the individual; or (3) payment for the provision of health care to the individual. The Washington State Council of Fire Fighters Employee Benefit Trust (“Trust”) is required to provide you with this Notice describing our duties and your rights with respect to protected health information and the manner in which it may be used or disclosed.

**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:** As the administrative agent for the Board of Trustees of the Trust, we are required by law to maintain the privacy of protected health information according to the terms of the Privacy Rule and other applicable laws. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your protected health information. We are also required to abide at all times by the terms of this Notice. Your rights and our duties as set forth herein are governed by extensive regulations, and you can obtain further information by contacting the Privacy Contact Person identified in Section VII of this Notice.

If any applicable state or federal law imposes limitations upon uses and disclosures of protected health information 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 of PHI that require an authorization as described in Section IV of this Notice, we may use or disclose protected health information for purposes of treatment, payment, or health care operations, as set forth in Paragraphs II.A – II.D below, without your consent. We may elect to obtain your consent to use or disclose protected health information for such purposes, although we are not required to do so. Moreover, such consent shall not be effective to permit a use or disclosure of protected health care information that requires an authorization as described in Section IV of this Notice.

- A. Uses and Disclosures for Payment of Medical Expense and Premium Reimbursement Claims. “Payment” includes, but is not limited to, actions concerning eligibility, coverage determinations (including appeals), and billing and collection. For example, the Trust may inform a provider or insurer whether a Trust beneficiary is entitled to medical expense or premium reimbursement.
- B. Uses and Disclosures for the Payment Activities of Another “Covered Entity.” PHI may be shared with other “covered entities,” which include health care providers and health plans, in certain circumstances. For example, the Trust may disclose its payment on a claim to another health plan, to coordinate payment of claims.
- C. Disclosures to Another Covered Entity for Health Care Fraud and Abuse Detection or Compliance or Health Care Operations. For example, the Trust may disclose payment history to another reimbursement plan to investigate, and to perform related functions that do not involve treatment, provided that each entity has or had a relationship with the individual to whom the information pertains, and the information disclosed pertains to that relationship.
- D. Disclosures to the Board of Trustees of the Trust, as the Plan Fiduciary, as Necessary for Trust Administration. The Board has signed a certification, agreeing not to use or disclose PHI other than as permitted by the Plan documents, or as required by law.

**III. Other Uses and Disclosures Permitted or Required Without Authorization:** We may, by complying with the requirements specified in the Privacy Rule, use or disclose protected health information 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. When and to the extent such use or disclosure is required by law.
- B. For public health activities or public health oversight authorized by law.
- C. When and to the extent required or authorized by law or authorized by you regarding child abuse, neglect, or domestic violence.
- D. 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.
- E. For law enforcement purposes, subject to appropriate safeguards, when required by law or by a judicial or administrative order, or in other circumstances involving the provision of information to law enforcement officials for the purpose of locating an individual, determining whether the individual has been the victim of a crime, or reporting crime in emergencies; or if the information constitutes evidence of criminal conduct on our premises.
- F. For coroners, medical examiners, and funeral directors to perform their legal duties.
- G. For procurement, banking, or transplantation of cadaveric organs, eyes, or tissue.
- H. For research purposes, where there is appropriate documentation of an alteration to or waiver of the individual authorization required for such use or disclosure of protected health information, and the researcher represents that the use of such information is necessary for the research and will be limited as required by the Privacy Rule.
- I. To prevent or lessen a serious and imminent threat to health or safety or enable law enforcement authorities to identify or apprehend an individual.
- J. 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.
- K. For compliance with workers' compensation and similar programs that provide benefits for work-related injury or illness regardless of fault.
- L. De-identified information, i.e., the Trust may disclose a Beneficiary's health information, if it does not identify the Beneficiary, and with respect to which there is no reasonable basis to believe the information can be used to identify the Beneficiary.

**IV. Authorization Required for Other Uses and Disclosures:** Uses and disclosures of protected health information 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, except to the extent that we have taken action in reliance thereon or, if the authorization was obtained as a condition of obtaining insurance coverage, some other law provides the insurer with the right to contest a claim under the policy or contest the policy itself.

**V. Individual Rights:** All participants have the following rights with respect to protected health information that the Plan maintains about them:

- A. **Restrictions on Uses and Disclosures.** You may request that we restrict uses or disclosures of protected health information under circumstances in which we would be entitled to use or disclose it for the purposes of carrying out treatment, payment, or health care operations or locating and providing information to persons involved with your care or payment for your care. We are only required to agree to your request if you seek to prevent disclosure to a health plan for the purposes of carrying out payment or health care operations (not for the purpose of treatment), and the protected health information pertains only to a health care item or service for which the plan participant has paid the health care provider out-of-pocket and in full.

Except as described above, we are not required to agree to your request. If we agree, we will be entitled to terminate our agreement to restrict certain uses and disclosures with respect to protected health information created or received after notifying you of the termination. Until then, we will be 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; or responding to those circumstances described in Section III of this Notice, in which an opportunity to agree or object need not be provided.

- B. Confidential Communications.** We must accommodate reasonable requests to have protected health information communicated to you in confidence by alternative means or at alternative locations. We may require your request to be in writing, to state (if appropriate) how payment for the accommodation will be handled, to specify an alternative method of contacting you, or to state that disclosure of all or part of the protected health information could endanger you.
- C. Access for Inspection and Copying:** You may request access to inspect or copy protected health information 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 the 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 protected health information 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, or in certain other circumstances. There are other 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. 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 VII of this Notice if you believe our denial was improper.

- D. Amendments:** You may request amendments to protected health information 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 III.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 VII of this Notice if you believe our denial was improper.

- E. Accountings of Disclosures.** You may obtain an accounting of certain of our disclosures of protected health information about you during any period up to six years before the date of your request. 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, we are required to suspend this right for disclosures 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 Contact Officer identified in Section VII.

**VI. 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 send it within 60 days to individuals then covered by the Plan. The Privacy Contact Officer identified in Section VII will also provide a current copy of this Notice upon request. A change to our privacy practices that requires a revision of this Notice may not be implemented before the effective date of the revised Notice. However, we reserve the right make the terms of any revised Notice effective for all protected health information that we maintain.

**VII. 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 protected health information:

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

Washington State Council of Fire Fighters Employee Benefit Trust  
c/o Vimly Benefit Solutions, Inc.  
Attn: Privacy Contact Person  
P.O. Box 6  
Mukilteo, WA 98275-0006  
Phone: (206) 859-2600  
Email: [iaff-merp@vimly.com](mailto:iaff-merp@vimly.com)

- 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 Privacy Contact Person or the Secretary of the Department of Health and Human Services, Hubert Humphrey Building, 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.
- 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.

**VIII. Effective Date:** This notice shall become effective on July 6, 2015, and shall remain in effect until it is amended and a revised Notice is provided to you as described in Section VI.

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

**From: BOARD OF TRUSTEES  
WASHINGTON STATE COUNCIL OF FIRE FIGHTERS EMPLOYEE BENEFIT TRUST  
Privacy Contact Person phone number: (206) 859-2600**