

# **Mahoning & Trumbull County Building Trades Insurance Fund**

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## **NOTICE OF THE PRIVACY PRACTICES OF THE MAHONING/TRUMBULL COUNTY BUILDING TRADES INSURANCE FUND**

**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 And Contact the Plan Office If You Have Any Questions.**

We are required by law, namely the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), to make sure that medical information that identifies you is kept private to the extent required by law. We are also required to give you this notice regarding (1) the uses and disclosures of medical information that may be made by the Plan, (2) your rights and the Plan's legal duties with respect to such information, (3) the uses and disclosures of Substance Use Disorder (SUD) treatment records, and (4) your rights and the Plan's legal duties with respect to SUD records. This notice and its contents are intended to conform to the requirements of HIPAA.

### **How We May Use and Disclose Medical Information About You**

The following categories describe different ways that we use and disclose medical information. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

#### **Treatment.**

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, we may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental x-rays from the treating dentist.

#### **For Payment.**

We may use and disclose medical information about you to determine eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may tell your health care provider about your eligibility for benefits to confirm whether payment will be made for a particular service. We may also share medical information with a utilization review or precertification service provider. Likewise, we may share medical information with another entity to assist with the coordination of benefit payments.

#### **For Health Care Operations.**

We may use and disclose medical information about you for Plan operations. These uses and disclosures are necessary to run the Plan. For example, we may use medical information in connection with conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; reviewing and responding to appeals; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; and general Plan administrative activities.

**As Required By Law.**

We will disclose medical information about you when required to do so by federal, state or local law. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action. When authorized by law to report information about abuse, neglect or domestic violence to public authorities, we may disclose medical information if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such a case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's health information.

**To Avert a Serious Threat to Health or Safety.**

We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**To Inform You About Treatment Alternatives or Other Health Related Benefits.**

We may use PHI to identify whether you may benefit from communications from the Plan regarding (1) available provider networks or available products or services under the Plan, (2) your treatment, (3) case management or care coordination for you, or (4) recommended alternative treatments, therapies, health care providers, or settings of care for you. For instance, we may forward a communication to a participant who is a smoker regarding an effective smoking-cessation program.

**Disclosure to Health Plan Sponsor.**

Medical information may be disclosed to the Plan Sponsors, i.e. the Union and the Associations, or Plan Trustees, solely for purposes of administering benefits under the Plan.

**Organ and Tissue Donation.**

If you are an organ donor, we may release medical information to organizations that handle organ procurement or transplantation.

**Military and Veterans.**

If you are a member of the armed forces, we may release medical information about you as required by military command authorities.

**Workers' Compensation.**

We may release medical information about you for workers' compensation or similar programs.

**Public Health Risks.**

We may disclose medical information about you for public health activities to a public authority. These disclosures will be made for the purpose of controlling disease, injury or disability.

**Health Oversight Activities.**

We may disclose medical information to a health oversight agency for activities authorized by law, such as audits, investigations, inspections, and licensure.

**Lawsuits and Disputes.**

We may disclose medical information in response to a court order or administrative tribunal. We may also disclose medical information in response to a subpoena, discovery request, or other lawful process, that is not accompanied by an order of a court or administrative tribunal, if we receive satisfactory assurance

from the party seeking the information that reasonable efforts have been made to notify you of the request or, if such assurance is not forthcoming, if we have made a reasonable effort to notify you about the request.

**Law Enforcement.**

We may release medical information if asked to do so for law enforcement purposes so long as applicable legal requirements have been met.

**Coroners, Medical Examiners and Funeral Directors.**

We may release medical information to a coroner or medical examiner.

**Research.**

We may disclose medical information for research, subject to conditions.

**National Security and Intelligence Activities.**

We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Inmates.**

If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official.

**How We May Use and Disclose Your SUD Records**

For reference, a SUD means a cluster of cognitive, behavioral, and physiological symptoms indicating that you continue using the substance despite significant substance-related problems such as impaired control, social impairment, risky use, and pharmacological tolerance and withdrawal. SUD records are those of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any program or activity relating to substance use disorder education, prevention, training, treatment, rehabilitation, or research, which is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States.

Under the law, to the extent that the Plan creates or maintains SUD records, we may lawfully use and disclose those records with written consent as follows:

**Treatment, Payment, and Healthcare Operations (TPO).**

The Plan may use and disclose your SUD records for TPO purposes with your written consent. For example, you may give the Plan permission to share your SUD records with your treating providers and/or other health plans for TPO purposes. SUD records disclosed for TPO purposes to a Part 2 program or an individual/entity subject to the Health Insurance Portability and Accountability Act (HIPAA) pursuant to your consent may be further disclosed by that Part 2 program or individual/entity subject to HIPAA to the extent permitted by HIPAA, or if the Part 2 Program is not subject to HIPAA, to the extent permitted by your consent. However, your SUD records cannot be used or disclosed in civil, criminal, administrative, or legislative proceedings against you without your written consent or a court order, as noted in this Notice.

**Central Registry or Withdrawal Management Program.**

The Plan may disclose your SUD records to a central registry or to any withdrawal management or treatment program with your written consent.

**Criminal Justice System.**

The Plan may disclose information from your SUD records to persons within the criminal justice system who made your participation in the Plan a condition of the disposition of any criminal proceeding against you with your written consent. The written consent must state that it is revocable upon the passage of a specified amount of time or the occurrence of a specified, ascertainable event. The time or occurrence upon which your consent becomes revocable may be no later than the final disposition of the conditional release or other action in connection with which written permission was given.

**Prescription Drug Monitoring Program.**

The Plan may report any medication prescribed or dispensed by the Plan to the applicable state prescription drug monitoring program (PDMP) if required by applicable state law. However, the Plan would be required to obtain your consent prior to reporting such information.

**Designated Person or Entities.**

The Plan may use and disclose your SUD records in accordance with your written consent to any other person or category of persons identified or generally designated in your consent. For example, if you consent to a disclosure of your SUD records to your spouse or a healthcare provider, the Plan may share your health information with them as outlined in your consent.

Notwithstanding the above, please note that the Plan can disclose information about you in response to a court or administrative order, or in response to a subpoena. Records, or testimony disclosing the content of SUD records, shall not be used or disclosed in any civil, administrative, criminal, or legislative proceeding against you unless based on your written authorization (consent), or a court order. Records shall only be used or disclosed based on a court order, after notice and an opportunity to be heard is provided to you or the holder of the record, when required by applicable laws. A court order authorizing use or disclosure must be accompanied by a subpoena or other similar legal mandate compelling disclosure before the record is used or disclosed.

**How You Can Revoke Your Consent to the Disclosure Of Your SUD Records.**

Even after you give consent, you have the right to revoke that consent at any time in writing delivered to the address contained in this Notice. After the Plan receives your written notice to revoke, it is required to terminate your earlier consent.

**Your Rights Regarding Medical Information About You**

You have the following rights regarding medical information we maintain about you:

**Right to Inspect and Copy.**

You have the right to inspect and copy medical information that may be used to make decisions about your Plan benefits. To inspect and copy such medical information, you must submit your request in writing to the Plan Office. 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 plan is unable to comply with deadline. If you request a copy of this information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy your medical information in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

**Right to Amend.**

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Plan. To request an amendment, your request must be made in writing and submitted to the Plan

Office. In addition, you must provide a reason that supports your request. The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or in part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your health information. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that (1) is not part of the medical information kept by or for the Plan, (2) was not created by us, unless the person or entity - that created the information is no longer available to make the amendment, (3) is not part of the information which you would be permitted to inspect and copy, or (4) or is accurate and complete.

### **Right to an Accounting of Disclosures.**

You have a right to obtain an accounting of certain disclosures of your medical information. This right to an accounting extends to disclosures, other than disclosures made (1) to carry out treatment, payment or health care operations, (2) to individuals about their own medical information, (3) incident to an otherwise permitted use or disclosure, (4) pursuant to an authorization, (5) for purposes of creation of a facility directory or to persons involved in the patient's care or other notification purposes, (6) as part of a limited data set, (7) for other national security or to correctional institutions or law enforcement officials, or (8) before February 16, 2026.

To request an accounting of disclosures, you must submit your request in writing to the Plan Office. 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 plan is unable to comply with deadline. Your request must specify a time period, which may not be longer than six years. Your request should indicate in what form you want the accounting (for example, paper or electronic). The first accounting you request within a 12-month period will be free. For additional accountings, we may charge you for the costs of providing the accounting. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

### **Right to Request Restrictions.**

You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. We are not, however, required to agree to your request. To request restrictions, you must make your request in writing to the Plan Office. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply.

### **Right to Request Confidential Communications.**

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Such requests shall be honored if, in the sole discretion of the Plan, the requests are reasonable and can be accommodated with minimal disruption to Plan administration. However, the Plan shall accommodate such a request if the participant clearly provides information that the disclosure of all or part of that information could endanger the participant. To request confidential communications, you must make your request in writing to the Plan Office. Your request must specify how or where you wish to be contacted.

### **Right to a Paper or Electronic Copy of This Notice.**

You have the right to a paper or electronic copy of this notice. You may ask us to give you a copy of this notice at any time.

## **Your Rights Regarding Your SUD Records**

When it comes to your SUD treatment records, you have certain rights. This section explains your rights and obligations owed to you by the Plan to the extent that it creates or maintains SUD records.

### **Right to Request Restrictions on Uses and Disclosures of SUD Records.**

You may request that the Plan place restrictions of disclosures made with prior consent for purposes of treatment, payment and health care operations. However, subject to limited exceptions, the Plan is not required to agree to a restriction.

### **Right to Request and Obtain Restrictions on Disclosures of SUD Records to Your Health Plan.**

You may request and obtain restrictions of disclosures of SUD records from the Plan to another health plan for those services for which you have paid in full.

### **Right to Receive an Accounting of the Plan's Disclosures of Your SUD Records.**

At your request, the Plan will provide you with an accounting of disclosures made with your consent of your SUD records in the 3 years prior to the date of the request (or a shorter time period if you so choose). The Plan must provide you with an accounting of disclosures of SUD records for treatment, payment, and health care operations only where such disclosures are made through an electronic health record. The Plan has 60 days to provide the accounting. The Plan is allowed an additional 30 days if the Plan gives you a written statement of the reasons for the delay and the date by which the accounting will be provided.

### **Right to Obtain a List of SUD Disclosures By an Intermediary for the Past 3 Years.**

Upon your request and consent, an intermediary must provide to you a list of persons to whom your SUD records have been disclosed. Such request must be made in writing to and disclosures are limited to those made within the past 3 years.

For reference, an intermediary is a person, other than a Part 2 program, covered entity, or business associate, who has received records under a general designation in a written patient consent to be disclosed to one or more of its member participant(s) who has a treating provider relationship with the patient.

## **Changes to This Notice**

The effective date of this Notice is **February 16, 2026**. We reserve the right to (1) change this notice, and (2) to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. If any changes are made, we will mail the revised Notice to participants. The Plan will comply with the terms of any such Notice currently in effect.

## **Complaints/Requests for Information**

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, or to receive further information as required by the regulations, contact the Plan Office. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

### **Other Uses of Medical Information**

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission.

### **The Plan's Responsibilities With Respect to SUD Records**

To the extent the Plan creates or maintains SUD records, it is required by law to maintain the privacy of those records, to provide you with notice of the Plan's legal duties and privacy practices with respect to SUD records, and to notify you following a breach of your unsecured records. The Plan is further required to abide by the terms of this Notice.