

Oregon Essential Workforce Health Care Fund

SUMMARY OF MATERIAL MODIFICATIONS

The Board of Trustees of the Oregon Essential Workforce Health Care Fund (“Fund”) has adopted the following changes under the Oregon Essential Workforce Health Care Fund Summary Plan Description (“SPD”). Please review this document and keep it with your SPD.

1. Effective March 1, 2026 the first and second paragraphs of the “Eligible Dependents” subsection under “Continuation of Eligibility” on pages 6 and 7 of the SPD are revised to read as follows:

Dependents must be enrolled with the Fund Office before their benefits can begin. Dependent documentation is required, as described below. You must submit the required documentation within 90 days of a Participating Employer notifying the Fund of your Dependent’s enrollment. If documentation is not received within that period, your Dependent’s coverage will be terminated as of the last day of the month in which the 90-day deadline occurs, and you may be responsible for any claims paid on your Dependent’s behalf.

If your Dependent’s coverage ends and the Fund receives the required documentation within 30 days after termination, your Dependent will be re-enrolled in coverage retroactive up to 60 days from the date of termination.

Your eligible Dependents include:

1. Your legally married spouse. Required documentation: a certified record of your marriage (sometimes called a marriage certificate or marriage license) issued by your state, county, federally recognized tribal government office, or similar authority, showing the filed application, license, and record of marriage. Any document with “commemorative,” “heirloom,” or “for display purposes only” cannot be used as legal proof of marriage.
2. Your children under age 26 who are your biological children, stepchildren, adopted children, children placed with you for adoption, or foster children or children under age 26 for whom you are the legally appointed guardian who are placed with you. Required documentation: birth certificate, adoption decree, legal guardianship order, Qualified Medical Child Support Order, National Medical Support Order, or custody documents, as applicable.

These children do not have to depend on you for support, do not have to attend school full time, and can be married. A child is considered placed with you for adoption if you have a legal obligation for total or partial support in anticipation of adoption. A foster child is one placed by an authorized placement agency or by judgment, decree, or other court order.

3. Your domestic partner. Required documentation: for domestic partnerships established in a state in which domestic partnership certification or registration is available, you must submit either your state-issued certificate of domestic partnership or a signed affidavit in the format provided by the Fund, attesting to your domestic partnership. For domestic partnerships established in a state that does not have formal requirements for establishing a domestic partnership, you must submit a signed affidavit in the format provided by the Fund, attesting to your domestic partnership.

Please note that the IRS will consider the fair market value of the monthly benefits provided to your domestic partner as taxable income to you.

4. Unmarried dependent children who reach any of the applicable limiting ages in #2 while covered by the Fund and are incapable of self-sustaining employment because of mental or physical disability and are dependent on you for support. Children are considered dependent on you for support if claimed as dependents on your or your spouse's (or former spouse's) federal income tax return.

You must provide proof of the incapacity and dependency to the Fund Office within 31 days after the child reaches the limiting age. Required Documentation: (a) a note from the child's treating provider reflecting that the Dependent is incapable of self-sustaining employment due to a mental or physical disability; and (b) an affidavit signed by the Participant and Dependent (to the extent that the Dependent is capable of signing) in the format provided by the Fund, reflecting that: (i) the Dependent is incapable of self-sustaining employment because of a mental or physical disability; and (ii) the Participant continues to claim the Dependent as a Dependent on the Participant's tax returns.

You may also be required to verify the Dependent child's incapacity and dependency from time to time.

Note that this change takes the place of the change announced to the same paragraphs in a prior Summary of Material Modifications that was effective April 23, 2024.

2. The section titled “Notice of Privacy Practice” on pages 68-71 of the SPD is deleted and replaced with the following:

NOTICE OF PRIVACY PRACTICES (HIPAA)

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. *The effective date of this notice is February 16, 2026.*

USE AND DISCLOSURE OF HEALTH INFORMATION

Pursuant to regulations issued by the federal government, the Fund is providing you this Notice about the possible uses and disclosures of health information about you. Your health information is information that constitutes protected health information as defined in the Privacy Rule of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Fund has established a policy to guard against unnecessary disclosure of your health information. The following summarizes the circumstances under which and purposes for which your health information may be used and disclosed and your rights in regard to such information.

PROTECTED HEALTH INFORMATION

Protected Health Information (PHI) generally means information that: (1) is created or received by a healthcare provider, health plan, employer, or healthcare clearing house; and (2) relates to the past, present, or future physical or mental health condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and (3) identifies the individual, or there is a reasonable basis to believe the information can be used to identify the individual.

USE AND DISCLOSURE OF HEALTH INFORMATION

Your health information may be used and disclosed without an authorization in the following situations:

- ***To make or obtain payment:*** The Fund may use or disclose your health information to make payment to or collect payment from third parties, such as other health plans or providers, for the care you receive, to determine benefit responsibility under the plan, or to coordinate Plan coverage. For example, the Fund may provide information regarding your coverage or healthcare treatment to other health plans to coordinate payment of benefits.
- ***To facilitate treatment:*** The Fund may disclose information to facilitate treatment which involves providing, coordination, or management of healthcare or related services. For example, the Fund may disclose the name of your treating Physician to another Physician so that the Physician may ask for your X-rays.

- ***To conduct healthcare operations:*** The Fund may use or disclose health information for its own operations to facilitate the administration of the Fund and as necessary to provide coverage and services to all of the Fund's participants.

Healthcare operations include: making eligibility determinations, contacting healthcare providers and participants with information about health-related issues or treatment alternatives, and other related functions such as:

- Clinical guideline and protocol development
- Case management and care coordination
- Activities designed to improve health or reduce healthcare costs
- Underwriting, premium rating or related functions to create, renew or replace health insurance or health benefits
- Business management and general administrative activities of the Fund, including customer service and resolution of internal grievances, review and auditing, including compliance reviews, medical reviews, legal services and compliance programs, quality assessment and improvement activities, business planning and development, including cost management and planning-related analyses and formulary development

For example, the Fund may use your health information to conduct case management, quality improvement and utilization review, or to engage in customer service and the resolution of claim appeals.

- ***In connection with judicial and administrative proceedings:*** If required or permitted by law, the Fund may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal, as expressly authorized by such order or in response to a subpoena, discovery request, or other lawful process. The Fund will make reasonable efforts either to notify you about the request or to obtain an order protecting your health information. Records received from a substance use disorder treatment program, or testimony relaying the content of such records, may not be used or disclosed in a civil, criminal, administrative, or legislative proceeding against you unless based on either your written consent, or a valid court order or subpoena, provided you receive notice of and an opportunity to contest such disclosure.
- ***When legally required for law enforcement purposes:*** The Fund will disclose your health information when required to do so by any federal, state, or local law. In addition, as permitted or required by law, the Fund may disclose your health information to a law enforcement official for certain law enforcement purposes including, but not limited to, if the Fund has a suspicion that your death was the result of criminal conduct or in an emergency to report a crime.
- ***For treatment alternatives:*** The Fund may use and disclose your health information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

- ***For distribution of health-related benefits and services:*** The Fund may use or disclose your health information to provide to you health-related benefit and service information that may be of interest to you.
- ***For disclosure to the Plan Trustees:*** The Fund may disclose your health information to the Board of Trustees and necessary advisors for plan administration functions performed by the Board of Trustees on behalf of the Fund, such as those listed in this summary, or to handle claim appeals, solicit bids for services, or modify, amend, or terminate the Plan.
- ***To conduct health oversight activities:*** The Fund may disclose your health information to a health oversight agency for authorized activities including audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary action. The Fund, however, may not disclose your health information if you are the subject of an investigation and the investigation does not arise out of or is not directly related to your receipt of healthcare or public benefits.
- ***In the event of a serious threat to health or safety:*** The Fund may, consistent with applicable law and ethical standards of conduct, disclose your health information if the Fund, in good faith, believes disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public.
- ***For specified government functions:*** In certain circumstances, federal regulations require the Fund to use or disclose your health information to facilitate specified government functions related to the military and veterans, national security and intelligence activities, protective services for the president and others, and correctional institutions and inmates.
- ***For workers' compensation:*** The Fund may release your health information to the extent necessary to comply with laws related to workers' compensation or similar programs.
- ***For notice of a breach of unsecured health information:*** The Fund may release your health information to notify appropriate authorities of a breach of unsecured protected health information.
- ***For emergency situations:*** Your health information may be used or disclosed to a family member or close friend involved in your care in the event of an emergency or to a disaster relief entity in the event of a disaster. If you do not want this information to be shared, you may request that these types of disclosures be restricted as outlined later in this Notice.

AUTHORIZATION TO USE OR DISCLOSE HEALTH INFORMATION

Other than as previously stated, the Fund will not disclose your health information other than with your written authorization. If you have authorized the Fund to use or disclose your health information, you may revoke that authorization in writing at any time.

In addition, your written authorization will generally be required before the Plan will use or disclose psychotherapy notes. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Plan may use and disclose such notes when needed to defend against litigation filed by you.

YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION

You have the following rights regarding your health information that the Fund maintains:

- ***Right to request restrictions:*** You may request restrictions on certain uses and disclosures of your health information. You have the right to request a limit on the Fund's disclosure of your health information to someone involved in the payment of your care. However, the Fund generally is not required to agree to your request. The Fund is required to agree to your request for restrictions in the case of a disclosure for payment purposes where you have paid the healthcare provider in full, out-of-pocket. If you wish to request restrictions, please make the request in writing to the Fund's Privacy Contact Person listed below.
- ***Right to receive confidential communications:*** You have the right to request that the Fund communicate with you in a certain way if you feel the disclosure of your health information could endanger you. For example, you may ask that the Fund only communicate with you at a certain phone number or by email. If you wish to receive confidential communications, please make your request in writing to the individual identified as the Fund's Privacy Contact Person below. The Fund will attempt to honor your reasonable requests for confidential communications.
- ***Right to inspect and copy your health information:*** You have the right to inspect and copy your health information. A request to inspect and copy records containing your health information must be made in writing to the Privacy Contact Person listed below. If you request a copy of your health information, the Fund may charge a reasonable fee for copying, assembling costs, and postage, if applicable, associated with your request.
- ***Right to amend your health information:*** If you believe that your health information records are inaccurate or incomplete, you may request that the Fund amend the records. That request may be made if the information is maintained by the Fund. A request for an amendment of records must be made in writing to the Fund's Privacy Contact Person listed below. The Fund may deny the request if it does not include a reasonable reason to support the amendment. The request also may be denied if your health information records were not created by the Fund, if the health information you are requesting be amended is not part of the Fund's records, if the health information you wish to amend falls within an exception to the health information you are permitted to inspect and copy, or if the Fund determines the records containing your health information are accurate and complete.

- ***Right to an accounting:*** You have the right to request a list of disclosures of your health information made by the Fund for any reason other than for treatment, payment, or health operations. The request must be made in writing to the Privacy Contact Person listed below. The request should specify the period for which you are requesting the information. Accounting requests may not be made for periods going back more than six years. The Fund will provide the first accounting you request during any 12-month period without charge. Subsequent accounting requests may be subject to a reasonable cost-based fee. The Fund will inform you in advance of the fee, if applicable.
- ***Right to a paper copy of this notice:*** You have a right to request and receive a paper copy of this Notice at any time, even if you have received this Notice previously or agreed to receive the Notice electronically. To obtain a paper copy, please contact the Privacy Contact Person listed below. You also may obtain a copy of the current version of the Fund Notice at EssentialWorkerHealth.org.

Request access to your health information in an electronic form by writing to the Privacy Contact Person listed below.

Receive notice of a breach of unsecured protected health information if it affects you by writing to the Privacy Contact Person listed below.

PRIVACY CONTACT PERSON/PRIVACY OFFICIAL

To exercise any of these rights related to your health information, contact:
Privacy Contact Person at the Fund Office.

Essential Worker Healthcare Trust
PO Box 94392
Seattle, WA 98124-6692
Phone No: (833) 389-0027

The Fund has also designated the Client Service Manager as its Privacy Official.
This person has the same address and phone/fax numbers as listed above.

You will be notified if your protected health information has been breached. You will be notified by first class mail within 60 days of discovery of the event. A breach occurs when there has been an unauthorized use or disclosure under HIPAA that compromises the privacy or security of protected health information. The notice will provide you with the following information: (1) a brief description of what happened, including the date of the breach and the date of discovery of the breach; (2) the steps you should take to protect yourself from potential harm resulting from the breach; and (3) a brief description of what steps are being taken to investigate the breach, mitigate losses, and to protect against further breaches. Please note that not every unauthorized disclosure of health information is a breach that requires notification; you may not be notified if the health information that was disclosed was adequately secured – for

example, computer data that is encrypted and inaccessible without a password – or if it is determined that there is a low probability that your health information has been compromised.

DUTIES OF THE FUND

The Fund is required by law to maintain the privacy of your health information as set forth in this Notice and to provide to you this Notice of duties and privacy practices. The Fund is required to abide by the terms of this Notice, which may be amended from time to time. The Fund reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all health information that it maintains. If the Fund changes its policies and procedures, the Fund will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change.

You have the right to express complaints to the Fund and to the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated. Any complaints to the Fund should be made in writing to the Privacy Official identified above. The Fund encourages you to express any concerns you may have regarding the privacy of your health information. You will not be retaliated against in any way for filing a complaint.

The Fund is prohibited by law from using or disclosing genetic health information for underwriting purposes.