

**HIPAA PRIVACY PRACTICES**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1189 AND**  
**ST. PAUL FOOD EMPLOYERS HEALTH CARE PLAN**

**NOTICE OF PRIVACY PRACTICES**

**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 United Food and Commercial Workers Union Local 1189 and St. Paul Food Employers Health Care Plan (the "Plan") is required by federal law to provide you this notice of the Plan's privacy practices and related legal duties and of your rights in connection with the use and disclosure of your protected health information ("PHI"). PHI is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its regulations (the "Privacy Rule"). PHI generally means individually identifiable health information that is created or received by a covered entity, including the Plan, in any form or media, including electronic, paper and oral. Individually identifiable health information includes demographic data that relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual. For purposes of the Plan and this notice, PHI includes information related to the medical claims that are submitted to the Plan about you, and information about the payment of those claims.

While this notice is in effect, the Plan must follow the privacy practice described. You may have additional rights under state law. State laws that provide greater privacy protection or broader privacy rights will continue to apply. This notice applies to all PHI the Plan maintains. This notice does not apply to PHI that has been de-identified. De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. Your health care provider may have different policies or notices regarding its use and disclosure of your medical information it creates.

**A. The Plan's Rights and Obligations.**

1. The Plan is required by law to maintain the privacy and security of your PHI.
2. The Plan is required by law to notify affected individuals of a breach of unsecured PHI.
3. The Plan is required to follow the terms and privacy practices described in this notice, which will remain in effect until the Plan replaces or modifies them. The Plan is required by law to provide individuals notice of the Plan's legal duties and privacy practices with respect to PHI.
4. The Plan reserves the right to change its privacy practices and the terms of this notice at any time, provided that the change is permitted by law. The Plan reserves the right to have such a change affect all PHI it maintains, including PHI it received or created before the change was made. When the Plan makes a material change in its privacy practices, it will revise this notice and post it on its website by the effective date of the material change and the Plan will provide the revised notice,

or information about the material change and how to obtain the revised notice, in the next annual mailing to participants.

**B. The Plan's Uses and Disclosures of PHI.**

The Plan may use or disclose your PHI in certain permissible ways, including the uses and disclosures described below. To the extent required by HIPAA, only the minimum amount of your PHI necessary to perform these tasks will be used or disclosed. The following categories describe the different ways the Plan uses and discloses your PHI. Not every use or disclosure within a category is listed, but all uses and disclosures fall into one of the following categories:

1. Payment. The Plan may use and disclose your PHI for all activities that are included within the definition of "payment" under the Privacy Rule, such as determining your eligibility for Plan benefits, the eligibility of your dependents, facilitating payment for your treatment and health care services, determining benefit responsibility under the Plan, coordinating benefits with other plans, or determining medical necessity. The definition of "payment" includes more items, so please refer to the Privacy Rule for a complete list.
2. Treatment. The Plan does not provide treatment. The Plan may use or disclose your PHI for "treatment" purposes, as defined in the Privacy Rule. This includes helping providers coordinate your health care. For example, a doctor may contact the Plan to ensure you have coverage.
3. Health Care Operations. The Plan may use and disclose your PHI for "health care operations," as defined in the Privacy Rule. These uses and disclosures are necessary to operate the Plan. Health care operations may include developing quality improvement programs, conducting pilot projects, and developing new programs, as well as cost management purposes. The definition of "health care operations" includes more items, so please refer to the Privacy Rule for a complete list.
4. Underwriting. The Plan may disclose summary health information for underwriting. The Plan is prohibited from using or disclosing PHI that is genetic information for underwriting purposes.
5. Authorizations. Except as otherwise provided in this notice, the Plan will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You may give the Plan written authorization to use your PHI or to disclose it to anyone for any purpose. You have the right to revoke that authorization in writing and the Plan will stop using or disclosing your PHI in accordance with that authorization except to the extent that the Plan has taken action in reliance upon the authorization. In addition, the Plan is required to obtain your authorization under the following circumstances:
  - a. Psychotherapy Notes. Most uses and disclosures of psychotherapy notes will require your authorization.
  - b. Marketing. Uses and disclosures of PHI which result in the Plan receiving financial payment from a third party whose product or services are being marketed will require your authorization.
  - c. Sale of PHI. The Plan will not sell your PHI. Disclosures that constitute a sale of PHI will require your authorization.

6. **Uses and Disclosures of Substance Use Disorder Treatment Records.** The Plan may receive, maintain, or disclose records that identify you as having a substance use disorder, being diagnosed with a substance use disorder, or receiving substance use disorder treatment from a federally assisted substance use disorder program. These records are protected by federal law and receive greater confidentiality protections than other health information, pursuant to 42 C.F.R. Part 2 ("Part 2"). The Plan will not use or disclose substance use disorder treatment records unless:

- You provide a written authorization that meets the requirements of Part 2;
- The use or disclosure is required or permitted by Part 2 (for example, in a medical emergency, for scientific research, for audit or evaluation activities, to report certain crimes occurring on program premises, or pursuant to a valid court order); or
- The information has been fully de-identified in accordance with Part 2.

Part 2 records (or testimony about their contents) may not be used or disclosed in any civil, criminal, administrative, or legislative proceeding against you unless based on your specific written consent or pursuant to a court order that complies with Part 2. Any substance use disorder treatment records disclosed by the Plan discloses with your written authorization will be subject to federal redisclosure restrictions. The recipient of the information is prohibited from further disclosing it unless permitted by Part 2 or authorized by you in writing. The Plan will maintain appropriate safeguards to protect the confidentiality of substance use disorder records, including any segregation, labeling, access restrictions, or redisclosure limitations required by Part 2.

7. **Disclosures to the Plan Sponsor (the Board of Trustees).** The Plan may disclose your PHI and enrollment information to the Board of Trustees, which is considered the Plan Sponsor, to the extent necessary to administer the Plan. These disclosures may be made only to designated personnel and will be limited to the disclosures necessary for Plan administration functions. These individuals will protect the privacy of your PHI and will ensure that it is used only as described in this notice and as permitted by law. The Plan may disclose "summary health information" to the Trustees for obtaining insurance premium bids or modifying, amending, or terminating the Plan. "Summary health information" summarizes the claims history, claims expenses or type of claims experienced by participants, and excludes identifying information in accordance with HIPAA. Your PHI will not be used by the Plan Sponsor for any employment-related actions or decisions or in connection with any other benefit plan offered by the Plan Sponsor.

8. **Other Programs.** The Plan may disclose your PHI to a health care provider for treatment activities, to another covered entity or a health care provider for payment activities of the receiving entity, and to another covered entity for its health care operation activities under certain circumstances.

9. **Communications About Product, Service, and Benefits.** The Plan may use and disclose your PHI to tell you about possible medical treatment options, programs, or alternatives, or to tell you about health-related products or services, including payment or coverage for such products or services, that may be of interest to you, provided the Plan does not receive financial remuneration for making such communications. The Plan may also use your PHI to contact you with information about benefits under the Plan, including certain communications about Plan networks, health plan changes, and services or

products specifically related to a health condition you may have. The Plan may use and disclose your PHI to contact you to provide reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

10. Communications With Individuals Involved in Your Treatment and/or Plan Payment. Although the Plan will generally communicate directly with you about your claims and other Plan-related matters that involve your PHI, there may be instances when it is more appropriate to communicate with other individuals about your health care or payment. This may include family, relatives, or close personal friends (or anyone else you may choose to designate).

With your authorization, the Plan may use or disclose your PHI to a relative or other individual whom you have identified as being involved in your health care and which PHI is directly relevant to that individual's involvement in these matters. If you are not present, the Plan's disclosure will be limited to the PHI that directly relates to the individual's involvement in your health care. The Plan may also make such disclosures to these persons if: (i) you are given the opportunity to object to the disclosures and do not do so. This verbal permission will cover only a single encounter, and is not a substitute for a written authorization; or (ii) if the Plan reasonably infers from the circumstances that you do not object to disclose to these persons, such as if you are not present or are unable to give your permission and the Plan determines (based on its professional judgment) that the use or disclosure is in your best interest. The Plan will not need your written authorization to disclose your PHI when, for example, you are attempting to resolve a claims dispute with the Plan and you orally inform the Plan that your spouse will call the Plan for additional discussion relevant to these matters. The Plan may also provide limited PHI to your former spouse to the extent reasonably required to continue your former spouse on your Plan, including information related to cost, payment, benefits, and the coverage of any joint children.

The Plan may also use or disclose your name, location, and general condition (or death) to notify, or help to notify, persons involved in your care about your situation. If you are incapacitated or in an emergency, the Plan may disclose your PHI to persons it reasonably believes to be involved in your care (or payment) if it determines that the disclosure is in your best interest.

11. Research. The Plan may use or disclose your PHI for research purposes, provided that the researcher follows certain procedures to protect your privacy.

12. Business Associates. The Plan may disclose your PHI to a "business associate." The Plan's business associates are the individuals and entities the Plan engages to perform various duties on behalf of the Plan, or to provide services to the Plan. For example, the Plan's business associates might provide claims management services or utilization reviews. Business associates are permitted to receive, create, maintain, use, or disclose PHI, but only as provided in the Privacy Rule, and only after agreeing in writing to appropriately safeguard your PHI pursuant to a business associate agreement.

13. Other Uses and Disclosures. The Plan may make certain other uses and disclosures of your PHI without your authorization:

- a. The Plan may use or disclose your PHI for any purpose required by federal, state, or local law.

- b. The Plan may disclose your PHI in the course of a judicial or administrative proceeding in response to an order of a court or an administrative tribunal or to a subpoena, discovery request, or other lawful process if certain conditions are satisfied.
- c. The Plan may use or disclose your PHI for public health activities that are permitted or required by law, including reporting of disease, injury, birth, and death, and for public health investigations.
- d. The Plan may disclose your PHI to a public or private organization authorized to assist in disaster relief efforts. The Plan may use or disclose your PHI to help notify a relative or other individual who is responsible for your health care of your location, general condition, or death. In such situations, if you are present and able to give your verbal permission, the Plan will use or disclose your PHI only with your permission. This verbal permission will cover only a single encounter, and is not a substitute for a written authorization. If you are not present or are unable to give your permission, the Plan will use or disclose your PHI only if it determines (based on its professional judgment) that the use or disclosure is in your best interest.
- e. The Plan may disclose your PHI to a health oversight agency for activities authorized by law. Relevant agencies include governmental units that oversee or monitor the health care system, government benefit and regulatory programs, and compliance with civil rights laws. Relevant activities include conducting audits, investigations, or civil or criminal proceedings.
- f. Under limited circumstances (such as required reporting laws or in response to a grand jury subpoena), the Plan may disclose your PHI to the appropriate law enforcement officials for law enforcement purposes.
- g. The Plan may disclose your PHI to coroners, medical examiners, and funeral directors as necessary for them to carry out their duties. If you are an organ donor, the Plan may disclose your PHI to organ procurement or organ, eye, or tissue transplantation organizations, as necessary to facilitate organ or tissue donation and transplantation.
- h. The Plan may use or disclose your PHI to avert a serious threat to your health or safety or to the health and safety of others. Any such disclosure will be made to someone who would be able to help prevent the threat.
- i. The Plan may disclose your PHI, if you are in the Armed Forces, for activities deemed necessary by appropriate military command authorities, for determination of benefit eligibility by the Department of Veterans Affairs, or to foreign military authorities if you are a member of that foreign military service. The Plan may disclose your PHI to authorized federal officials for conducting national security and intelligence activities (including for the provision of protective services to the President of the United States) or to the Department of State to make medical suitability determinations. If you are an inmate at a correctional institution, then under certain circumstances the Plan may disclose your PHI to the correctional institution.

- j. The Plan may disclose your PHI to the extent necessary to comply with laws concerning workers' compensation or to comply with similar programs that are established by law and provide benefits for work-related injuries or illness.
- k. The Plan may disclose your PHI, consistent with applicable federal and state laws, if the Plan believes that you have been a victim of abuse, neglect, or domestic violence. Such disclosure will be made to the governmental entity or agency authorized to receive such information.
- l. The Plan will disclose your PHI to the Secretary of the Department of Health and Human Services, when required to do so, to enable the Secretary to investigate or determine the Plan's compliance with HIPAA and the Privacy Rule.

### **C. Your Rights Regarding Your PHI.**

- 1. Right To Access, Inspect, and Copy Your PHI.** You have the right to look at or obtain copies of your PHI maintained by the Plan that may be used to make decisions about your Plan eligibility and benefits, with limited exceptions. The Plan requires you to make this request in writing to the Privacy Official listed at the end of this notice. The Plan will generally respond to your request within 30 days after the Plan receives it; if more time is needed, the Plan will notify you within the original 30-day period. The Plan may deny your request to inspect and copy in certain limited circumstances. The Privacy Rule contains a few exceptions to your right to inspect and copy your PHI maintained by the Plan. You do not have the right to inspect or copy, among other things, psychotherapy notes or materials that are compiled in anticipation of litigation or similar proceedings. If your written request is denied, you will receive written reasons for the denial and an explanation of any right to have the denial reviewed. If the information you request is maintained electronically, and you request an electronic copy, the Plan will provide a copy in the electronic form and format you request, if the information can be readily produced in that form and format; if the information cannot be readily produced in that form and format, the Plan will work with you to come to an agreement on form and format. If we cannot agree on an electronic form and format, the Plan will provide you with a paper copy. You have a right to choose to receive a copy of all or of only portions of your PHI. The Plan may charge a fee for copying or mailing your PHI for you but may waive that charge depending on your circumstances. If you make a request in advance, the Plan will provide you with an estimate of the cost of copying or mailing the requested information.
- 2. Right To Request an Amendment of Your PHI.** If you believe there is a mistake or missing information in a record of your PHI held by the Plan or one of its business associates, you may request, in writing, that the record be corrected or supplemented. You have the right to request an amendment for as long as the PHI is kept by or for the Plan. Your request must be in writing and must include a reason or explanation that supports your request. The Plan will usually respond within 60 days of receiving your request; if more time is needed, the Plan will notify you within the original 60-day period. The Plan may deny the request if it is not in writing, it is determined that the PHI is correct and complete, the information is not part of the PHI kept by or for the Plan, not created by the Plan or its business associates, and/or not part of the Plan's or business associate's records (unless the person or entity that created the information is no longer available to make the amendment), or it is not part of the

information which you would be permitted to inspect and copy. All denials will be made in writing. Any denial will include the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If the Plan denies your request for an amendment, you may file a written statement of disagreement, which the Plan may rebut in writing. The denial, statement of disagreement, and rebuttal will be included in any future disclosures of the relevant PHI. If your request for amendment is approved, the Plan or the business associate will change the PHI and inform you of the change and inform others that need to know about the change. If the Plan approves your request, the Plan will include the amendment in any future disclosures of the relevant PHI.

3. **Right To Request and Receive an Accounting of Disclosures.** You have a right to receive a list of routine and non-routine disclosures that the Plan has made of your PHI. This does not include a list of disclosures for treatment, payment, health care operations, and certain other purposes (such as disclosures made for national security purposes, to law enforcement officials, or correctional facilities). If the PHI disclosed is not an "electronic health record," the accounting will include disclosures for the six years prior to the date of your request. In this case, as noted above, the accounting is not required to include all disclosures. If the PHI disclosed is an "electronic health record," the accounting will include disclosures up to three years before the date of your request. Your request for the accounting must be made in writing. Your request must include the time frame that you would like the Plan to cover. You will normally receive a response to your written disclosure for this accounting within 60 days after your request is received; if more time is needed, the Plan will notify you within the original 60-day period. There will be no charge for up to one such list in each 12-month period but there may be a charge for more frequent requests. The Plan 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.
4. **Right To Request Restrictions.** You have the right to request that the Plan restrict how it uses or discloses your PHI for treatment, payment, or health care operations. You also have the right to request a limit on the PHI about you that the Plan discloses to someone who is involved in your care or the payment of your care. The Plan will consider your request but generally is not legally bound to agree to the request for restriction. However, the Plan will comply with any restriction request if (1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (2) the PHI pertains solely to a health care item or service for which you, or another person on your behalf, has paid the health care provider involved in full. Your request must be in writing. In your request, you must tell the Plan (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, disclosure to your spouse. If the Plan does agree to your restriction it must comply with the agreed-to restriction, except for purposes of treating you in a medical emergency.
5. **Right To Alternate Communications.** You have the right to request that the Plan communicate with you about your PHI by alternative means or at an alternative location. For example, you may request that the Plan contact you only at a designated address or phone number. Your request must be in writing. In your request, you must tell us how or where you wish to be contacted. The Plan will make a reasonable accommodation of an individual's request for confidential communication if the request is reasonable and if the individual clearly states that

releasing the information could endanger the individual. The Plan will notify the individual if the request is granted or denied.

6. **Right To Request a Copy of This Notice in an Alternative Format.** You are entitled to receive a printed copy of this notice at any time as well as a non-English translation. You may ask the Plan to give you a paper or electronic copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. Contact the Plan using the information listed in [Section E](#) to obtain an alternative copy of this notice.

#### **D. Complaints.**

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, send a written complaint to the Privacy Official listed in [Section E](#). The Plan will not retaliate against you for filing a complaint, and you will not be penalized in any other way for filing a complaint.

#### **E. Contact Information.**

If you have any questions regarding this notice or the subjects addressed in it, you may contact the Plan's Privacy Official through the Plan Administrative Manager, who will forward your questions to the Plan's Privacy Official. The Plan's Administrative Manager is:

Plan Administrative Manager  
**Wilson-McShane Corporation**  
3001 Metro Drive, Suite 500  
Bloomington, MN 55425  
952-854-0795

#### **F. Personal Representatives.**

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms: (i) a notarized power of attorney for health care purposes; (ii) a court order of appointment of the person as an individual's conservator or guardian; or (iii) an individual who is the parent of an unemancipated minor child (subject to state law). The Plan retains discretion to deny access to your PHI by a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect.

#### **G. Changes to the Terms of this Notice.**

The Plan may change the terms of this notice. This notice is effective February 16, 2026.