



CAREWELL SEIU 503

# Guide to Training and Benefits



Carewell  
SEIU503

2023

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“ It has meant the world to me to be able to help others. That’s one of my purposes in life. Fantastic benefits — all that you could ever need.

*Aprilla M.*

## INTRODUCTION

# Welcome!

As the care providers and union leadership that make up the boards of trustees for the Oregon Homecare Workers Benefit Trust, the Oregon Homecare Workers Supplemental Trust, and the SEIU 503 Training Partnership (together known as “Carewell SEIU 503”), we know that care providers put in the hard work, every single day, supporting and caring for others. Whether you’re a homecare or personal support worker or a personal care attendant, Carewell SEIU 503 is here to support you. That’s why we’ve put together this Guide with important information about the family of training and benefits, including dental, vision, employee assistance program, premium and out-of-pocket reimbursement, and PTO hard-won by SEIU 503 care providers like you. These services are delivered clearly and reliably to help give you the stability, health, skills, and training you deserve.

**Carewell SEIU 503’s family of training and benefits** has expanded over time to meet the changing needs of care providers. As recently as 2013, 25 percent of Oregon homecare and personal support workers had no healthcare coverage. That’s why SEIU 503 members fought hard for the successful 2013-2015 homecare contract with the State of Oregon. This contract created a new benefits model that helps eligible Oregon homecare and personal support workers and personal care attendants access affordable healthcare coverage.

Continued on page 6 >





# What care providers *are saying*

“ I am recognized and I’m valued and I can see that in the benefits that I get through Carewell.

*Leah B.*

“ I am grateful for getting my dental issues fixed. To see better and smile brighter has been a blessing on me that made being a caregiver all worth it.

*James P.*

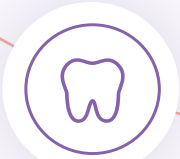




### Healthcare Cost Assistance

**The Oregon Homecare Workers Supplemental Trust** provides Carewell SEIU 503 Healthcare Cost Assistance benefits.

These benefits help care providers pay for health insurance premiums and out-of-pocket medical expenses.



### Dental

**The Oregon Homecare Workers Benefit Trust** provides Carewell SEIU 503 Dental, Vision, Hearing, Employee Assistance Program (DVE), and Paid Time Off (PTO) benefits.

If eligible, you may receive premium-free dental, vision, and hearing benefits. Through the Employee Assistance Program, you may have access to resources — from help with your taxes to free counseling — for dealing with issues that affect your work or home life. And the Paid Time Off benefit is designed to help you take time off from work when you need to by providing a benefit based on your applicable wage.



### Vision + Hearing



### Employee Assistance Program

In 2014, the union joined with the State of Oregon to create 2 of the benefit trusts that make up Carewell SEIU 503: the Oregon Homecare Workers Benefit Trust (“Benefit Trust”) and the Oregon Homecare Workers Supplemental Trust (“Supplemental Trust”). These trusts address the shared needs of workers and the state.



## Training



## PTO

Several years after securing these benefits, the third trust that forms a part of **Carewell SEIU 503, the SEIU 503 Training Partnership** (“Training Partnership”), was created by SEIU 503 and the State of Oregon in 2019 to provide training for homecare workers and personal support workers. As in-home care providers have long known, the best way to ensure safe, high-quality care for all consumers — and a career path for all care providers — is to equip homecare and personal support workers with universal training.



By organizing together to create these trusts, SEIU 503 care providers like you have won groundbreaking improvements and a future you can control. The trusts give you more say in the design of your training and benefits, and provide the funding for these services that Carewell SEIU 503 delivers to you.

Please go to **CarewellSEIU503.org** to learn more. You'll find helpful information such as:

- An introduction to **MyCarewell503**, a free online tool that gives care providers the ability to view, securely access, and manage their benefits;
- How to use Carina, a free, online care matching service for care providers and consumers;
- Benefit eligibility questionnaires;
- Easy-to-follow steps to enroll in benefits;
- The list of qualified approved health insurance plans for which you can receive premium reimbursement;
- Registration for training and educational events;
- FAQs and contact information;
- Forms you can fill out to access benefits.

The work you do as a care provider is vital to our communities. You can rely on Carewell SEIU 503 for the stability, support, and dignity you deserve.



“ I will always put things off and I worry it’s going to be really complicated. When I finally got around to just contacting Carewell, it was super easy.

Mike M.

“ I no longer have to work 2 jobs to have insurance.

Brenda M.





## MYCAREWELL503



“ It was a quick and intuitive process. I am extremely happy to see more access to managing my benefits!

*Tim R.*

“ It's nice having all the info and resources right there. Saves time and energy.

*Lisa C.*

Carewell SEIU 503

# MyCarewell503

Access your benefits 24/7 with MyCarewell503!

Care providers now have the power to securely manage their benefits online, 24 hours a day, through their smartphone, tablet, or computer via a mobile application.

We've heard from hundreds of care providers that being able to access their benefits online is extremely important to them. We have developed our new online tool, **MyCarewell503**, as one central place to:

- View your reported work hours
- Submit a W9
- Check your Paid Time Off (PTO) benefit balance
- Request PTO benefit payments
- Verify eligibility and what benefits are available to you
- Check the status of a reimbursement request
- Verify and update your address with Carewell SEIU 503
- Set up direct deposit
- Fill out required paperwork
- Update your information – all in one place

We hope that you find this new online tool convenient and easy to use. Of course, you can give us a call or email us with any questions or if you need support. Reach out to us at 1-844-503-7348, Monday–Friday, 8am–6 pm PST or email [Carewell503Benefits@RISEpartnership.com](mailto:Carewell503Benefits@RISEpartnership.com).



## GUIDE TO TRAINING AND BENEFITS

Check out the MyCarewell503 FAQs section at [CarewellSEIU503.org/resources/faqs](https://CarewellSEIU503.org/resources/faqs) if you are ready to explore this exciting new way to access your information with Carewell SEIU 503.

We're always looking for ways to help homecare and personal support workers and personal care attendants navigate their benefits more easily, and we think MyCarewell503 is a huge step in that direction. We are excited to offer you this convenient new way to connect directly to your Carewell SEIU 503 benefits!

“ I love it. It was easy to set up and I got my PTO within 4 days of requesting it! It's going to be a lot easier now to keep track and use our PTO!

*Heidi R.*



**CARINA**





Carewell SEIU 503

# Carina

Looking for new care clients? Carina, the free online, go-to place for Oregon in-home care providers to find jobs in near real-time is now available through the Supplemental Trust. Join homeware and personal support workers and personal care attendants across Oregon who use Carina to search and match with verified Medicaid and Oregon Project Independence (OPI) consumers nearby.

 Learn more at [CarewellSEIU503.org/Carina](https://CarewellSEIU503.org/Carina).

Using a smartphone, tablet, or computer, providers and consumers can create profiles with care preferences, locate and message each other, and agree to job connections. Carina is 100% free and verifies all its users. Please note that care-seeking consumers may not immediately be available in your area.



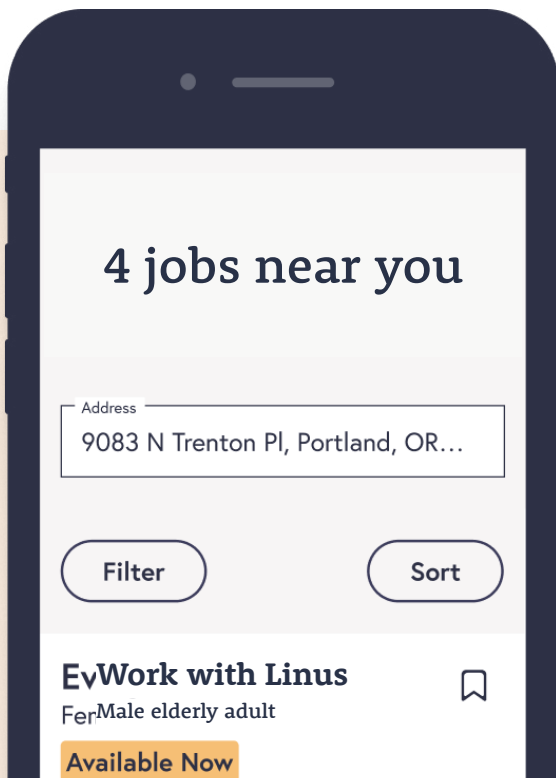
Scan the QR code to sign up.





Better Care. Better Jobs.

## A New Tool to Find Good Care Jobs is Here!



Make your own informed choice.  
Search and match with care  
consumers near you.

- ✓ Find jobs in real-time
- ✓ There are no search fees or ads - ever
- ✓ Your information is private and secure
- ✓ All users are verified



**CAREWELL SEIU 503 DENTAL  
VISION + HEARING  
EMPLOYEE ASSISTANCE PROGRAM  
(DVE)**



# Dental

The Carewell SEIU 503 Dental benefit provides dental coverage insured by Kaiser Permanente. If you live inside Kaiser's service area, your dental benefits will be provided through Kaiser's HMO network. If you live outside a Kaiser Permanente service area, your dental benefits will be provided through the Kaiser Preferred Provider Organization (PPO) network. You don't have to pay premiums for your dental coverage, regardless of whether you are in the Kaiser HMO network or the Kaiser PPO network.

## Important:

- **If you are covered by the Kaiser HMO network, you must use a Kaiser HMO network provider for your dental services to be covered by Carewell. If you use a non-network provider, your claim will not be covered.**
- **If you are covered by the Kaiser PPO network, you should select a provider within the Kaiser PPO network in order to maximize your dental benefits. If you get care from an out-of-network provider, you will end up paying more out of your pocket. To find a PPO provider in your area, visit [CarewellSEIU503.org](https://www.CarewellSEIU503.org) or call Carewell SEIU 503 at 1-844-503-7348.**



Your dental plan pays for many preventative and basic dental services at no cost to you, and it also pays for a portion of other more complex dental services.



For more information about what your dental plan covers and how to access services, please visit [CarewellSEIU503.org/benefits/dental/](https://CarewellSEIU503.org/benefits/dental/).

Tip!

The term **DVE** refers to the **D**ental, **V**ision + Hearing, and **E**mployee Assistance Program benefits offered by Carewell SEIU 503.

# Vision + Hearing

The Carewell SEIU 503 Vision and Hearing benefit provides access to vision and hearing services, with no monthly premium.

## Vision

Vision benefits are insured by Ameritas through the VSP Choice Network. If you use an in-network provider, there is no charge for an annual exam and for most lenses, and you get up to \$500 for frames or contacts every 2 years. To find a VSP in-network provider, go to [CarewellSEIU503.org/benefits/vision](https://www.CarewellSEIU503.org/benefits/vision). If you need assistance locating a VSP provider, contact Carewell SEIU 503 at 1-844-503-7348.

## LASIK

LASIK benefits are available through Ameritas LASIK Advantage. You can go to any LASIK provider you choose but you will likely need to pay upfront for services and then request reimbursement.

## Hearing

Hearing benefits are available through Ameritas SoundCare. You can go to any provider you choose, but you will likely need to pay upfront for services and then request reimbursement from Ameritas SoundCare.



Find out more about your vision and hearing benefits at [CarewellSEIU503.org/benefits/vision-and-hearing/](https://www.CarewellSEIU503.org/benefits/vision-and-hearing/).





Carewell SEIU 503

# Employee Assistance Program (EAP)

The Carewell SEIU 503 Employee Assistance Program (EAP) provides resources to help you in your personal life. EAP services are provided by Uprise Health. They are free to you and include:

- 24-hour crisis help;
- Up to 5 in-person counseling sessions per issue every 12 months;
- Online mental health consultations;
- Discounted legal services;
- Household financial advice, including tax-filing help;
- And much more!



Explore your EAP benefits and how to access them at [CarewellSEIU503.org/benefits/employee-assistance-program/](https://CarewellSEIU503.org/benefits/employee-assistance-program/).

## Am I eligible for these DVE Benefits?

Your eligibility depends on the hours you work and report: to ensure access to Carewell SEIU 503 benefits, please make sure to **turn in your payroll vouchers in a timely manner.**

This is only a summary of eligibility requirements. For complete details, please refer to the list of eligibility requirements on pages 56-57 of this Guide.

## Eligibility

Have you worked as a homecare or personal support worker or personal care attendant for at least 40 hours per month for 2 months in a row?

**YES**

Great! You are likely eligible for benefits from Carewell SEIU 503. \* There is a 1-month waiting period before your benefits start, as your information is being processed. You will stay eligible for Carewell SEIU 503 benefits unless you stop working completely for 2 consecutive calendar months, meaning you have 0 hours of eligible working hours<sup>1</sup> — also known as bargaining unit hours — for 2 months in a row. After 2 months of 0 hours, there is a 1-month grace period before your benefits end.

**NO**

It looks like you are not eligible to receive Carewell SEIU 503 Dental, Vision, Hearing, and EAP benefits at this time, but you may still be eligible for Paid Time Off benefits.

**Example:** These are Lucia's working hours since she started in July.

July	Aug	Sept	Oct	Nov	Dec	Jan
20 hrs	44 hrs	48 hrs	36 hrs	0 hrs	16 hrs	60 hrs

Lucia worked over 40 hours in August and September, earning her eligibility.

October: waiting month

**Benefits start on November 1.**

Lucia will not lose benefits even though she didn't work in November, because she started work again in December.

\* If you work for the Independent Choices Program and you are not paid through Acumen, then you may not be eligible to receive benefits from Carewell SEIU 503. Please refer to page 47 of this Guide for additional details or call 1-844-503-734 to find out more.

<sup>1</sup> Any reference to "hours," "work hours," or "working hours" in this Guide refers to bargaining unit hours — the hours paid to you by Acumen, DHS, and/or PPL on behalf of your consumer.



### Accessing your DVE Benefits

Carewell SEIU 503 determines eligibility for DVE benefits. We will send notifications to the address you have on file with the State if you become eligible for benefits, and also ahead of losing eligibility. If you have any questions about your eligibility for benefits, you can call 1-844-503-7348.

You will be automatically enrolled in Dental, Vision, Hearing, and EAP benefits through Carewell SEIU 503 once:

- You meet the Eligibility Requirements explained above; and
- update Carewell SEIU 503 and the State with your name, gender, Social Security number, birth date, and current address.



You can update your information with Carewell SEIU 503 through **MyCarewell503** ([CarewellSEIU503.org/mycarewell503](https://carewellseiu503.org/mycarewell503)) or at [CarewellSEIU503.org/resources/forms](https://carewellseiu503.org/resources/forms).

You will receive a dental coverage card from Kaiser Dental (unless you also have Kaiser health insurance, in which case your health ID is also your dental ID). You will receive coverage cards from Ameritas for your vision, hearing, and LASIK benefits. Your EAP benefits do not require a coverage card.

If you don't want to be enrolled in Carewell SEIU 503 Dental, Vision, Hearing, and EAP benefits, you must fill out a Benefits Waiver form through **MyCarewell503** ([carewellseiu503.org/mycarewell503](https://carewellseiu503.org/mycarewell503)) or at [CarewellSEIU503.org/resources/forms](https://carewellseiu503.org/resources/forms).

## PAID TIME OFF (PTO) BENEFIT





Carewell SEIU 503

# Paid Time Off (PTO)

Being able to take time off work is key to our mental, emotional, and physical health. That's why Carewell SEIU 503 offers a Paid Time Off (PTO) benefit – so you can take time off when you need to, whether it's for a vacation, an appointment, or some well-deserved personal time.

## New and Improved PTO Benefit

In January 2023, Carewell Benefits launched a new and improved PTO benefit to eligible care providers. With the new PTO benefit:

- **You can earn more PTO benefit hours than ever.** Eligible care providers can now earn up to 48 hours per year, up from 40.
- **More in-home care providers will have access to PTO benefits.**
- **You will have more flexibility to earn and use PTO** because you can now earn PTO benefit hours on a monthly basis and you can carry over your PTO benefits for up to 24 months.

## Eligibility Overview

To be eligible for Carewell SEIU 503 Paid Time Off benefits you must:

- 1. Have a Form W-9 on file with Carewell SEIU 503 Benefits.** The PTO benefit is taxable income. You will not be eligible to receive a PTO benefit if we do not have your Form W-9 on file.
- 2. Work at least 20 hours in a month to be eligible for 1 hour of PTO benefits.** If you work less than 20 hours in a month, you will not earn PTO benefit hours that month.



For more information about this PTO benefit, please go to [CarewellSEIU503.org/PTO](https://CarewellSEIU503.org/PTO).



Tip!

**Get your benefits faster!** Direct deposit is a great way to get your PTO benefits paid to you quickly and safely. Just complete the Direct Deposit form through MyCarewell503 or on the Carewell website and send a copy of a voided check to Carewell SEIU 503.

## Earning PTO Benefits

Eligible care providers earn 1 hour of PTO benefits for every 20 hours worked per month, up to a maximum of 4 PTO benefit hours every month. For example,

- if you work at least 80 hours in 1 month, you will earn 4 hours of PTO benefits in that month. This is because 20 hours of work is equal to 1 hour of PTO benefits and you cannot earn more than 4 PTO benefit hours every month.

Hours worked in 1 month cannot be combined with hours worked in another month to earn PTO benefit hours. For example,

- if you work 10 hours in May and 10 hours in June, you cannot combine those hours to earn 1 hour of PTO benefits.

If you have work hours with multiple payroll vendors, all hours worked in a month will be combined to calculate PTO benefit hours for that month.

The PTO benefit hours you earn each month are added to your PTO benefit balance at the end of the calendar month. For example,

- If your PTO benefit balance is 12 hours at the end of May, and you earn 4 more PTO benefit hours in June, your total balance at the end of June will be 16 PTO benefit hours.



### How to access your PTO Benefit

You can request your PTO benefit in increments of at least 8 hours at a time through MyCarewell503 or by filling out the PTO Benefit Request form on the Carewell website at [CarewellSEIU503.org/forms](https://www.CarewellSEIU503.org/forms). If you don't have access to the website, you can request that a paper form be mailed to you by calling 1-844-503-7348.

Your PTO benefits are paid at your most recent pay rate available in the system at the time that you apply for and receive your PTO benefit amount. When hours are reported from multiple payroll vendors, the highest pay rate in the system is used for the PTO payout.

PTO requests are processed by Carewell SEIU 503 on a weekly basis. Once your PTO request is processed, you'll receive your benefit payment. If you have signed up for direct deposit, your PTO benefit will usually be deposited into your account in 1 to 3 business days, after your request has been processed, depending on your banking institution. Paper checks are mailed out weekly and can take up to 10 business days to reach you. Please note: If you don't sign up for direct deposit, you will receive your benefit in the form of a paper check.

Remember: It isn't your responsibility to find your own replacement when you take time off. Your consumer has the primary responsibility for selecting and hiring their providers. However, your consumer must approve your request for time off ahead of time, and relief must be available if necessary. If a consumer needs help with finding a replacement, they can contact the Employer Resource Connection or their case manager, although it is not the case manager's responsibility.



Tip!

### Get your PTO benefit paid faster!

- Be sure you have a Form W-9 on file with Carewell SEIU 503. You can complete this form at any time by going to **MyCarewell503**.
- Submit your PTO benefit request through MyCarewell503 or by filling out the PTO Benefit Request form on the Carewell website at **CarewellSEIU503.org/forms**. Completing the form online is the quickest, easiest, and most error-proof way to submit a PTO request.
- Choose direct deposit. Having your benefit directly deposited into your bank account eliminates mail time and ensures that a check won't be mistaken for junk mail.



### Rolling over your unused PTO Benefit

With the new PTO benefit, you are no longer required to use all your PTO benefits every year. Instead, you have the flexibility to save your PTO benefits for up to 24 months before you use them, so you can take some well-deserved time off for whatever reason you choose. If you earn the maximum of 4 hours each month, you will have 96 hours saved up after 24 months!

Remember that you must have a Form W-9 on file with us to be eligible for PTO benefits. If you

- have a Form W-9 on file with us, and
- have accrued 24 months of PTO benefits,

your PTO benefit will be automatically paid out to you, even if you don't submit a request for PTO benefits. Your PTO balance will be reset to 0.

Also, if you stop performing bargaining unit work and have 0 hours of work for 6 consecutive months, your PTO balance will be automatically paid out to you.

**Important: Once you submit a Form W-9, you will be eligible for PTO benefits going forward, and going backwards for up to 12 months, based on your hours worked and your general eligibility for Carewell SEIU 503 benefits.** For example, let's say you became eligible for Carewell SEIU 503 benefits on March 1, 2022, and you've worked 40 hours each month since then, but you did not submit your Form W-9 until June 1, 2023. In this situation, you could apply for and receive PTO benefits going back to June 1, 2022.

Any hours you worked more than 12 months before your Form W-9 is received will not count toward your PTO benefits. This means you will not be able to request PTO benefits for those hours.

### Beneficiary Designation

Workers who are eligible for the PTO benefit have the option of designating a beneficiary — in other words, you can let us know who should receive your PTO benefit payout if you pass away before your benefits are paid. To designate a



beneficiary, please complete the PTO Beneficiary form through MyCarewell503 or on the Carewell website at [CarewellSEIU503.org/forms](https://www.CarewellSEIU503.org/forms).

If you do not designate a beneficiary or if your beneficiary dies before you, your PTO balance will be paid to the executor of your estate.

## Lost PTO Benefit Checks

Every now and then, a PTO benefit check may get lost in the mail or be accidentally recycled by the care provider thinking that it's junk mail. In these cases, Carewell SEIU 503 can issue a new check. However, it's up to you to pay the cost of cancelling the original check. We encourage you to wait a minimum of 10 business days after a check has been issued before requesting a new check.

Lost checks don't happen often, but when they do, it can be disruptive if you were counting on that money. Having to cover the cost of a cancelled check is an additional burden. This is one of the reasons that we strongly recommend using direct deposit if it is an option for you.

## PTO Benefits and Taxes

The Paid Time Off benefit is taxable income, which is why you are required to have a Form W-9 on file with Carewell SEIU 503 to be eligible for the PTO benefit. If you receive \$600 or more of PTO benefits in 1 year, Carewell SEIU 503 will send you a Form 1099-NEC. However, the PTO benefit is still considered taxable income even if you don't receive a Form 1099-NEC. If you misplace your Form 1099-NEC, please call Carewell SEIU 503 to request a replacement copy. You can also go to MyCarewell503 to retrieve a copy or request a correction.

## Who to contact about the PTO Benefit

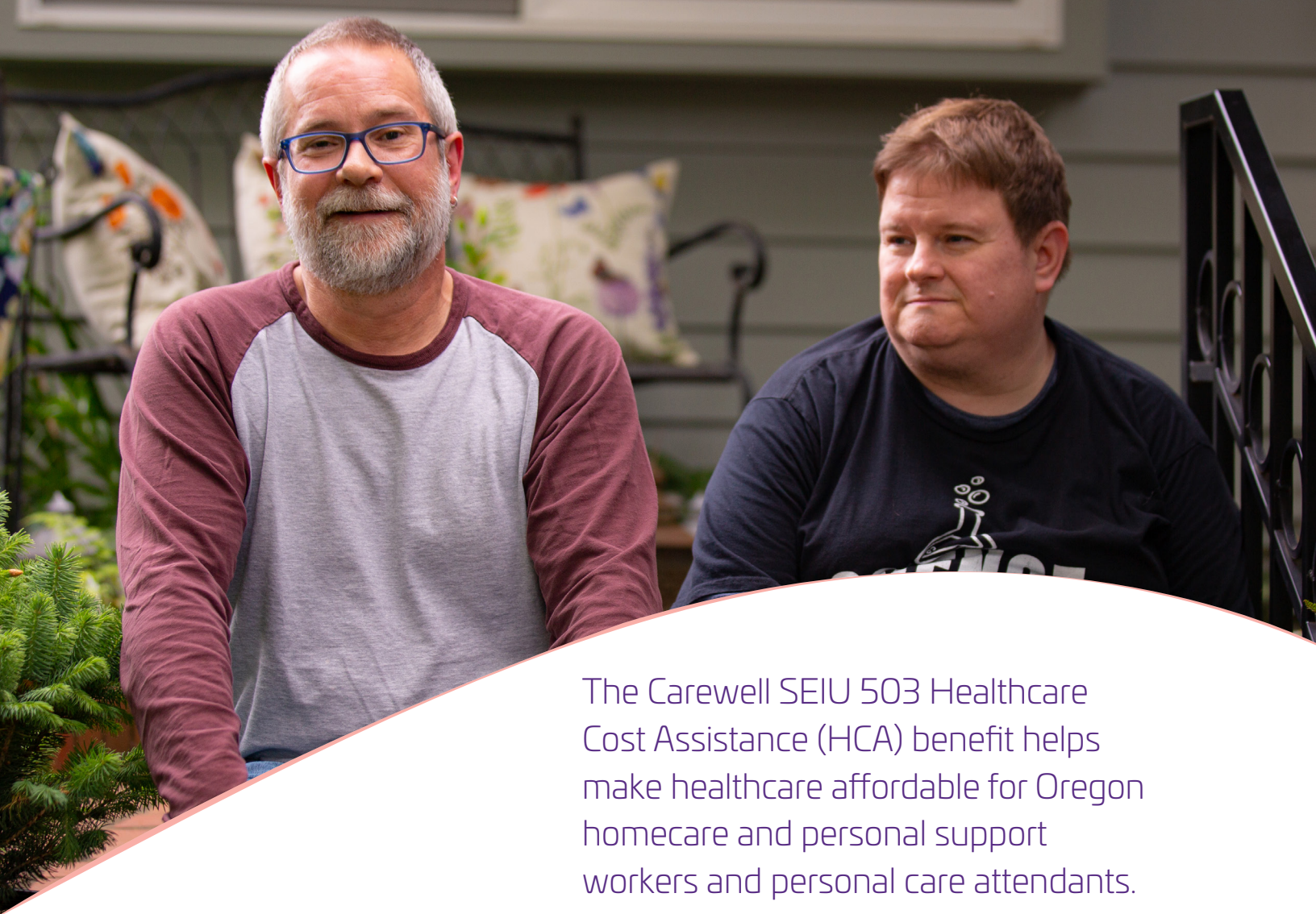
If you have questions about your specific Carewell SEIU 503 PTO benefits, including questions about your PTO benefit balance or PTO benefit payment, please contact Carewell SEIU 503 at 1-844-503-7348. Or you can view your PTO balance and more at [MyCarewell503](#).

If you have general questions about how Carewell PTO works, you can go to the Paid Time Off page on [Carewell SEIU 503's website](#).



## HEALTHCARE COST ASSISTANCE BENEFIT





The Carewell SEIU 503 Healthcare Cost Assistance (HCA) benefit helps make healthcare affordable for Oregon homecare and personal support workers and personal care attendants.

This is not employer coverage or a Health Reimbursement Arrangement (HRA). Instead, if you already have your own health insurance plan (discussed in more detail below), then the Carewell HCA benefits can help you pay for your insurance premiums and eligible out-of-pocket expenses.

### What Healthcare Cost Assistance Benefits am I eligible for?

This is only a summary of eligibility requirements. For complete details, please refer to the list of eligibility requirements on pages 56-57 of this Guide.

- **You must not have access to other forms of health insurance coverage**, for example, Oregon Health Plan, coverage through another employer, or coverage through your spouse. There are some exceptions; please review the “Eligibility Rules” section in this Guide.
- **You must be eligible for Carewell SEIU 503 Dental, Vision, Hearing, and EAP benefits** — meaning you must work at least 40 hours per month for 2 months in a row. To remain eligible, you must not report 0 hours for 2 months in a row.



## GUIDE TO TRAINING AND BENEFITS

### Medical Coverage

### Healthcare Cost Assistance (HCA) Benefits Cover:

#### Medicare

- Generally, the full amount of the standard Part B premium\*\*
- A portion of your premiums for a Part D, Supplement, or Advantage plan

Out-of-pocket expenses for Medicare covered services, up to the annual out-of-pocket expense allowance.

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#### Approved \* Marketplace health insurance plan

The full amount of your monthly premium (after the maximum available Advance Premium Tax Credit is deducted)

Out-of-pocket expenses for services covered by your insurance plan, up to the annual out-of-pocket expense allowance. \*\*\*


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#### Marketplace health insurance plan **not approved** by the Trust

A portion of your monthly premiums equal to the Trust's average premium reimbursement benefit.

Out-of-pocket expenses for services covered by your insurance plan up to the annual out-of-pocket expense allowance. \*\*\*

To continue receiving HCA benefits, you will need to enroll in an approved qualified health plan on the federal Marketplace at the first opportunity (generally during the Open Enrollment period, which is usually between Nov. 1. and Dec. 15 for coverage starting the following Jan. 1).

 Don't see your coverage listed above? Please visit the Carewell website at **CarewellSEIU503.org/benefits/healthcare-cost-assistance** or call **1-844-503-7348** to see if you may be eligible for HCA benefits.

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\* An approved qualified health plan is an insurance coverage option selected by the Board of the Supplemental Trust that is offered on a health insurance marketplace, either the federal Marketplace (**healthcare.gov**, which is the platform for Oregon consumers) or your state-based Marketplace (in Washington: **wahealthplandfinder.org**, in California: **coveredca.com**, in Idaho: **yourhealthidaho.org**). Approved qualified health plans were chosen by your Board of Trustees for their high quality and affordability. To receive HCA benefits for an approved Marketplace plan,



## Medical Coverage

## Healthcare Cost Assistance Benefits Cover:

### Uninsured - no medical coverage

You may be eligible for HCA benefits if you enroll in an approved qualified health plan on the Marketplace.

Please note: generally, you can only enroll during an Open Enrollment period (for the federal Marketplace, usually between Nov. 1 and Dec. 15 for coverage starting the following Jan. 1).

### Spousal coverage

If you enroll in coverage through your spouse's employment, you are not eligible for HCA benefits. If you decide not to enroll in a health plan through your spouse's employment, you may be eligible for HCA benefits if you enroll in an approved qualified health plan on the Marketplace.

Please note: generally, you can only enroll during an Open Enrollment period (for the federal Marketplace, this is usually between Nov. 1 and Dec. 15 for coverage starting the following Jan. 1).

### Other employer coverage

If you receive employer-sponsored medical coverage (through another employer, not for your care-providing work), then you are not eligible for HCA benefits.

### Medicaid / Oregon Health Plan

You are not eligible for HCA benefits at this time. Please call us if you lose Medicaid coverage.

Note: losing Medicaid coverage may be a qualifying life event that would allow you to enroll in Marketplace coverage during a 60-day Special Enrollment Period. If you lose your Medicaid coverage and you're eligible for Carewell SEIU 503 benefits, call Carewell SEIU 503 ASAP at 1-844-503-7348!

you need to enroll in an approved qualified plan for your area.

\*\* Exact premium amounts vary from year to year. You can generally find the standard Part B premium online at [medicare.gov/your-medicare-costs/part-b-costs](https://www.medicare.gov/your-medicare-costs/part-b-costs).

\*\*\* The annual BCC allowance may change from year to year. See page 48 for more details.



# How does the Healthcare Cost Assistance Benefit work?

## Healthcare Cost Assistance for Medicare Recipients

- Fill out Carewell SEIU 503's required paperwork for Medicare-enrolled participants. You only need to submit this once unless your information changes. You can access this paperwork through [MyCarewell503](#) or at [CarewellSEIU503.org](#). Or call Carewell SEIU 503 at 1-844-503-7348 to request a copy.
- Submit a Medicare Premium Reimbursement form to Carewell SEIU 503, along with documentation of your Part B premium and your Part D, Supplement, or Advantage plan premium, if any. For proof of your Part B premium, submit a copy of your annual Social Security letter or your CMS Medicare premium bill. For proof of your Part D, Advantage, or Supplement premium, submit a copy of the invoice showing the premium amount for your plan.
- Once Carewell SEIU 503 receives all of your paperwork: Carewell SEIU 503 will begin to provide you with monthly reimbursements for your premiums, either by check or by direct deposit into your bank account. Direct deposit is generally faster and safer, and you can sign up online through [MyCarewell503](#) or at [CarewellSEIU503.org/medicare](#).
- Carewell's BCC Administrator, Ameriflex, will send you a Benefit Convenience Card (BCC), a Mastercard debit card, for you to use to pay for your out-of-pocket expenses related to the Medicare-covered services you receive, up to the annual out-of-pocket expense limit. You cannot use the BCC to pay for your Medicare premiums or to pay for any expenses that do not relate to Medicare-covered services.



Visit [CarewellSEIU503.org/medicare](#) for additional information and required forms that you can submit online.

## Healthcare Cost Assistance for Approved Qualified Plans:

- Go to [CarewellSEIU503.org/approved-plans](http://CarewellSEIU503.org/approved-plans) to find approved plans for your area, and for more information about the steps you need to take to enroll.
- Fill out the required annual paperwork.
- Complete the HCA benefit request form and provide documentation of your enrollment in an approved Marketplace plan, including the Eligibility Notice and a premium bill. Note: This step is not required if you enroll or update your information with the Marketplace through our partner insurance agency, Valley Insurance Professionals (VIP).

## Important Information Regarding the HCA Benefit

- If you first become eligible for Carewell SEIU 503 benefits on a date that is outside the Open Enrollment period for Marketplace coverage, and you already are enrolled in a non-approved plan through a health insurance Marketplace, you may qualify to receive an average premium reimbursement benefit from Carewell SEIU 503. To remain eligible for HCA benefits, however, you must enroll in an approved qualified plan for your area at the next available opportunity – generally during Open Enrollment.
- In general, you can only enroll in, or change, your Marketplace coverage during Open Enrollment. On the federal Marketplace ([healthcare.gov](http://healthcare.gov)), **Open Enrollment generally runs from November 1 to December 15 for coverage starting the following January 1.** There are some exceptions – qualifying life events (for example, marriage or childbirth) can allow you to access a 60-day Special Enrollment Period. Losing health coverage (for reasons other than nonpayment) may also qualify you for a Special Enrollment Period. If you lose your health coverage and you're eligible for Carewell SEIU 503 benefits, call Carewell SEIU 503 ASAP at 1-844-503-7348!
- Even if you are eligible for Healthcare Cost Assistance benefits, it is still your responsibility to pay your monthly health insurance premium to your insurance carrier.



**No internet?** Call Carewell SEIU 503 at 1-844-503-7348!



# Presenting the Benefit Convenience Card!

The Benefit Convenience Card (BCC) is a Mastercard debit card, sent to you and administered by Ameriflex.



### What can I use the Benefit Convenience Card for?

	Monthly premiums	Out-of-pocket expenses
Approved Marketplace Plan	<p><b>YES!</b></p> <p>Exceptions may apply, see next page.</p> <p>Contact your insurance carrier to set up your card to make automatic premium payments.</p>	<p><b>YES!</b></p> <p>Covered medical expenses (up to the annual BCC allowance):</p> <ul style="list-style-type: none"><li>• The deductible on your approved Marketplace plan</li><li>• Copayments and coinsurance expenses, including for covered prescriptions</li></ul>
Medicare	<p><b>No.</b></p> <p>You will need to use the reimbursement process for your Medicare premium(s).</p> <p>Please go to <a href="http://CarewellSEIU503.org">CarewellSEIU503.org</a> for more information.</p>	<p><b>YES!</b></p> <p>Covered medical expenses (up to the annual BCC allowance):</p> <ul style="list-style-type: none"><li>• Deductibles on your Medicare coverage</li><li>• Copayments and coinsurance expenses, including for covered prescriptions</li></ul>

- Your first premium must be paid before the first date of coverage each year.
- If you don't pay your first premium before the due date, your health coverage won't be activated, and you may find yourself without any health coverage for the rest of the year.
- Ameriflex will send you a Benefit Convenience Card (BCC), a Mastercard debit card, to pay for your premiums, after deduction of the maximum Advance Premium Credit available to you, and your out-of-pocket medical expenses for services covered by your health insurance plan.

### Additional Usage Guidelines and Exceptions:

- Generally, you may use your BCC to pay your monthly health insurance premiums for your approved Marketplace plan. However, if your family is included on your Marketplace health insurance policy (meaning you have family coverage rather than individual coverage), you cannot use your BCC to pay your premiums. Instead, you must pay your premium directly to your insurance carrier using your own funds, and then submit a reimbursement form to Carewell SEIU 503 for the amount of your individual premium. This is because Carewell SEIU 503 covers the cost of your premium (after deduction of the maximum available Advance Premium Tax Credit), but it does not cover the cost of your family members' premiums. Note: you can still use your BCC to pay your out-of-pocket medical expenses for services covered by your insurance plan.
- If you receive the average premium reimbursement because you are enrolled in a non-approved Marketplace insurance plan, you cannot use your BCC to pay your premiums. Instead, you must pay your premium directly to your insurance carrier using your own funds and then submit a reimbursement form to Carewell SEIU 503. When your reimbursement form is received, Carewell SEIU 503 will reimburse you up to the maximum amount of the average premium reimbursement. Note: you can still use your BCC to pay your out-of-pocket medical expenses for services covered by your insurance plan.
- You may be asked by the BCC Administrator (Ameriflex) to show proof of your covered out-of-pocket expenses, so be sure to keep all your Explanations of Benefit (EOBs) and receipts. It's especially important to keep your prescription receipts, since prescription expenses don't appear on the EOBs issued by your insurance carrier.





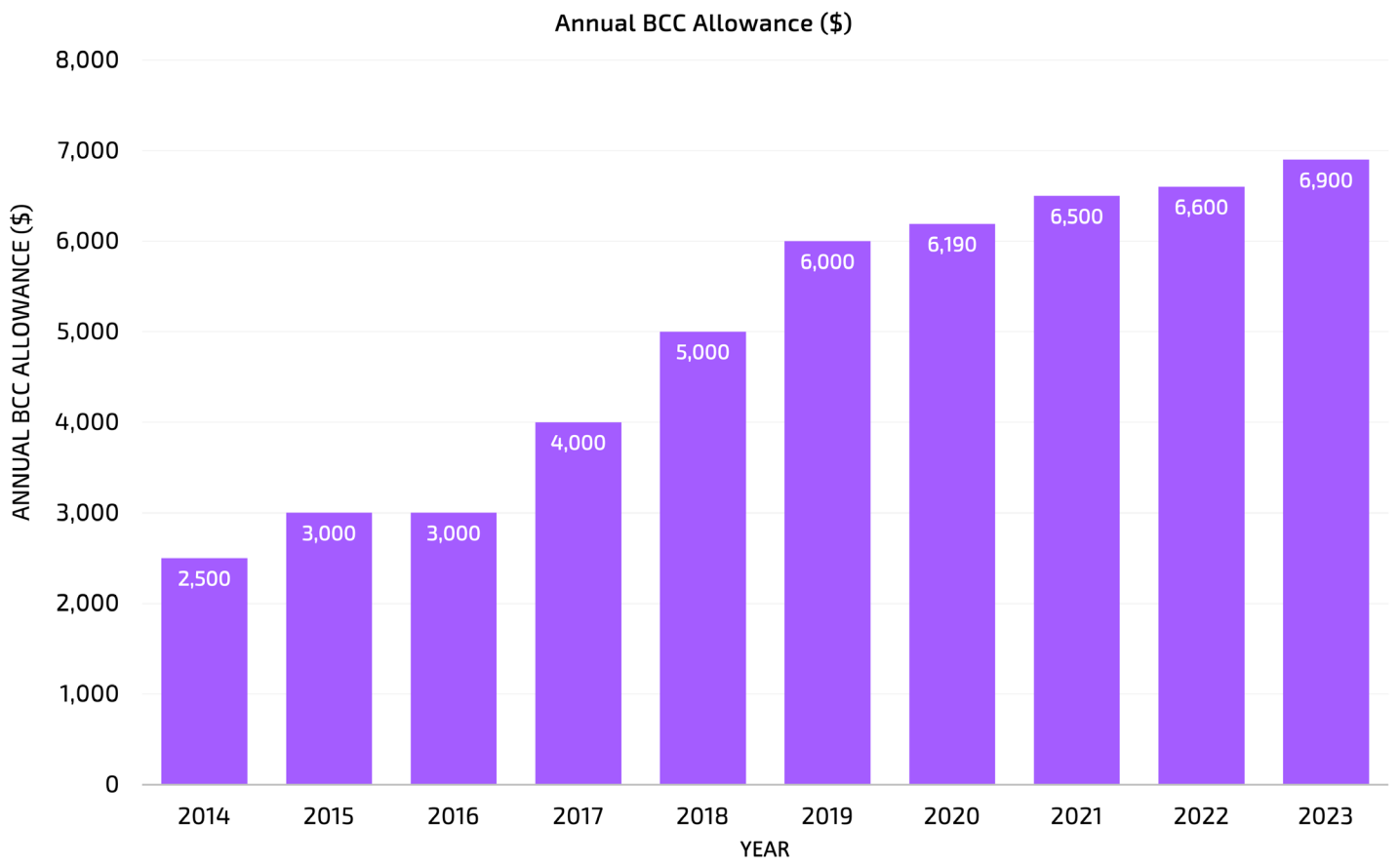
## GUIDE TO TRAINING AND BENEFITS

- There are 2 separate accounts on your BCC: one for paying your premiums (if applicable), and one for paying your covered out-of-pocket expenses. The 2023 out-of-pocket expense allowance is \$6,900.

### **Your BCC works just like a regular debit card, except that:**

- Your card is limited in use, meaning you can only use it for the covered expenses listed above. Please note that you can't use the BCC for out-of-pocket expenses for dental, vision, and/or hearing services.
- You can't use your card at an ATM or to get cash back when making a purchase.
- For payments, we advise you to run your card as credit rather than debit.
- Ameriflex is your BCC Administrator. You can check your balance, view your payment history, see the status of a reimbursement, order a replacement card, and much more through the Ameriflex online portal at [ameriflex.wealthcareportal.com](https://ameriflex.wealthcareportal.com); the Ameriflex app: [myameriflex.com/participants/the-ameriflex-difference/mobile-app](https://myameriflex.com/participants/the-ameriflex-difference/mobile-app); or by calling Ameriflex at 1-888-868-3539.







## **Oregon Homecare Workers Supplemental Trust Summary of Material Modifications Healthcare Cost Assistance Benefits**

This document describes certain changes to the 2023 Carewell SEIU 503 Training and Benefits Guide ("Guide"). The page numbers refer to the section of the Guide that is changing. Please read this summary carefully.

### **Healthcare Cost Assistance Benefits - Out-of-Pocket Amount**

In 2023, the Healthcare Cost Assistance annual allowance for out-of-pocket medical expenses claims covered by Medicare or a Trust-approved marketplace plan was \$6,900. Effective January 1, 2024, the Healthcare Cost Assistance out-of-pocket coverage annual allowance has been increased. The annual allowance is now:

- \$7,165 for out-of-pocket medical expenses for claims covered by Medicare in 2024. See pages 38, 39 of the Guide.
- \$7,165 for out-of-pocket medical expenses for claims covered by a Trust-approved Marketplace plan in 2024. See pages 38, 39 of the Guide.

### **Healthcare Cost Assistance - Average Premium Reimbursement**

Generally, participants can become eligible for Healthcare Cost Assistance during 1) an Open Enrollment period or 2) a Special Enrollment Period, as described in the Guide. However, prior to April 29, 2024, if a participant enrolled in a non-Trust-approved plan before becoming Trust-eligible, they may have become eligible to receive reimbursement of premium costs of their actual premium amount, or the average premium amount received by eligible care providers on Healthcare Cost Assistance, whichever premium amount is less.

Effective April 29, 2024 the rules regarding the average premium reimbursement have been expanded as follows:

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Carewell SEIU 503 is the family of training and benefits hardwon by SEIU 503 homecare and personal support workers to enhance their lives.

Delivered by RISE Partnership, a nonprofit supporting Oregon's care providers and public sector workers with outstanding training, education, and benefits navigation.





- Participants currently enrolled in a non-Trust approved plan receiving an average premium reimbursement will have their reimbursement amount increased to cover their entire monthly premium in 2024.
- To receive reimbursement at the entire premium amount, all participants currently enrolled in a non-Trust approved plan must submit substantiation of their plan enrollment and premium amount to Carewell SEIU 503.

Healthcare Cost Assistance benefits covering the entire premiums for non-Trust approved plans will end January 1, 2025. To be eligible for Healthcare Cost Assistance benefits after January 1, 2025, participants currently enrolled in a non-Trust approved plan will need to enroll in an approved Marketplace plan or Medicare plan during:

- the 2025 Open Enrollment period starting November 1, 2024, or
- a Special Enrollment Period in 2024.

See pages 32, 35, 37, 51, and 59 of the Guide.

## More Information or Questions

If you have any questions about training or benefits you may be eligible to receive through Carewell SEIU 503, you can visit [CarewellSEIU503.org](https://carewellseiu503.org) or call 1-844-503-7348.

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## GUIDE TO TRAINING AND BENEFITS

### CAREWELL SEIU 503 TRAINING



“ Even though I have years of experience, I found that I was able to build on my skills with the training. I was impressed that the step-by-step examples they gave to deal with challenges applied to situations I was going through and helped me in my work right away.

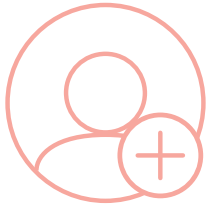
The best part was getting a reminder to try to understand those I care for even better. It helps you take a step back and step into their shoes.

*Hydia H.*

Carewell SEIU 503 Training provides homecare and personal support workers and personal care attendants with excellent training to equip you with the tools and confidence you need to give your consumer the most impactful — and safest — support possible.

The Carewell SEIU 503 Training team is dedicated to training and development for caregivers who provide in-home support for older adults and people with physical, intellectual, or developmental disabilities.





### New Worker Training

The 3-part New Worker Training helps new care providers learn about their role as a homecare or personal support worker or personal care attendant and gives them an introduction to providing safe, high-quality services to their consumer.

#### **Some of the topics covered in this training include:**

- Your benefits available through Carewell SEIU 503
- Rules and regulations relating to, and how to receive pay for, your work
- Safety
- Person-centered services
- Self-care



### Continuing Education

Starting in 2026, all homecare workers, personal support workers, and personal care attendants must complete 12 hours of continuing education every 2 years to renew their provider certification and number.

Continuing education helps keep you up to date on the best practices for your work and continue to build on the skills you develop over time in your career. There are several courses you can choose from to satisfy your continuing education requirement.

While you must take 4 hours of required courses covering cultural competency and the rules that apply to care providers, you can choose your own adventure for the remaining 8 hours of required training, selecting from the topics below:

- Food safety
- Learning about common I/DD diagnosis
- Housekeeping best practices
- Lifting and positioning
- Transfers and assistive devices
- Stress management for care providers
- What is an identity?
- What is intersectionality?
- Putting on and taking off Personal Protective Equipment (PPE)
- Prescription drug misuse
- Medical terminology for care providers
- Body systems 1 and 2
- Working with nonverbal consumers
- Providing strengths-based services



Some electives are self-paced while others are instructor-led. Scan the QR code to check out the course catalog and learn more about these options.

Once you're done with all 12 hours of training, you will receive a stipend from Carewell SEIU 503 Training.

More classes will be added regularly. Check the **Carewell learning portal** for updates.



# Your Training Experience

Carewell SEIU 503 Training is dedicated to delivering the best possible training experience. That's why we offer many of our courses online. We offer the following training options:

- **Self-paced learning modules** that you can fit into your busy schedule, giving you the freedom to do a little bit of training each day or all in one sitting.
- **Trainer-led webinars** hosted on a variety of days and times for your convenience, including weekends and evenings. Hear from other care providers and share your experiences as you discuss important topics like communication and self-care.

Tip!

Do you have a specific need related to training?  
Limited internet access or access to technology?  
Do you need an interpreter or course content in your preferred language? We're here to help! Reach out to Carewell by phone at **1-844-503-7348** or email **CarewellSEIU503training@RISEpartnership.com**. We can help find an option that works best for you!



## **S U M M A R Y   O F   B E N E F I T S**





### Summary of Benefits

Homecare Workers (“HCWs”), Personal Support Workers (“PSWs”), and Personal Care Attendants (“PCAs”) who meet Carewell SEIU 503’s Eligibility Rules, as described in this Guide, will receive the benefits listed in Sections A.1, A.2, and A.3 below, subject to the restrictions in Sections B.1 and B.2 below. HCWs, PSWs, and PCAs who meet Carewell SEIU 503’s Eligibility Rules relating to PTO benefits will receive the benefits listed in Section C.1 below.

**A.1 Dental, Vision, Hearing, and Employee Assistance Plan (DVE) Benefits coverage through the Benefit Trust.**

**A.2 Healthcare Cost Assistance (HCA) Benefits - Medicare:** If you are covered by Medicare, you may be eligible for reimbursement from the Supplemental Trust for: (a) Medicare Part B premiums, up to the monthly amount determined each year by the Board of Trustees; (b) either a Medicare Advantage Plan, a Medicare Supplement Plan, or a Medicare Part D Plan, up to the monthly amount determined by the Board of Trustees each year; and (c) medical and prescription drug copays, deductibles, and coinsurance expenses relating to claims covered by your Medicare plan (provided the claims were incurred while you were eligible for Trust benefits), up to the maximum amount determined each year by the Board of Trustees. For current benefit limits, visit [CarewellSEIU503.org](https://www.CarewellSEIU503.org) or call 1-844-503-7348.

**A.3 HCA Benefits – Marketplace Plan:** If you are enrolled in a Trust-approved qualified

health plan on the Marketplace, you may be eligible for premium assistance from the Supplemental Trust for: (a) your individual plan premium after all available federal premium tax credits have been applied; and (b) medical and prescription drug copays, deductibles, and coinsurance expenses relating to claims covered by your approved qualified health plan, provided the claims were incurred while you were eligible for Trust benefits, up to the maximum amount determined each year by the Board of Trustees. For current benefit limits and a list of approved qualified health plans, visit [CarewellSEIU503.org](https://www.CarewellSEIU503.org) or call 1-844-503-7348.

To qualify for health plan premium assistance from the Trust, you must elect to apply the full amount of any federal Advance Premium Tax Credit to which you are entitled to payment of the premium for your Marketplace plan. If you receive a higher Advance Premium Tax Credit than you should have because you underestimated your annual household income, and as a result, you must pay back the overpaid tax credit to the IRS at the end of the year, you may be eligible for reimbursement of the overpayment from the Supplemental Trust. This is because the Supplemental Trust may have paid more of your premium during the year if it had known you were entitled to a lower Advance Premium Tax Credit. If, on the other hand, you receive an additional premium tax credit from the IRS at the end of the year because you overestimated your annual household income, you are obligated to reimburse the Supplemental Trust for the



additional premium tax credit received. This is because the Supplemental Trust would have paid less of your premium during the year if you had received the correct Advance Premium Tax Credit during the year.

B.1 You will continue to be eligible for the benefits listed in Section A above unless you report 0 bargaining unit hours for 2 consecutive months. In such cases, there will be a 1-month grace period before loss of eligibility. For example, if you report 0 hours in December 2023 and January 2024, you will lose eligibility effective March 1, 2024. Carewell SEIU 503 will send you a warning letter after the first month in which your reported bargaining unit hours drop to 0, and will provide you with advance notice of your termination of eligibility for Carewell SEIU 503 benefits after the second consecutive month in which you have 0 bargaining unit hours.

B.2 You will be eligible to receive the benefits described in Sections A.2 and A.3 above only to the extent that you are not already receiving, and are not eligible to receive, healthcare coverage or premium assistance from any other source, with the following limited exceptions:

(i) if you are eligible for other healthcare coverage through your or your spouse's employment but choose not to enroll in such coverage, then you may be eligible to receive the benefits described in Sections A.2 and A.3;

(ii) if you are already receiving, or are eligible to receive, veteran's benefits coverage that

does not disqualify you from receiving federal Advance Premium Tax Credits ("APTC"), then you may be eligible to receive the benefits described in Sections A.2 and A.3; and

(iii) if you lose eligibility for an APTC because you did not respond to a request for information, or otherwise failed to take any action required to maintain such APTC, you will be eligible to receive only the premium assistance benefit that would have been payable under the Trust had your APTC not been terminated.

B.3 If you are paid through the Independent Choices program, and your consumer uses Acumen as their fiscal provider, you may be eligible for benefits under the Trusts.

C.1 Paid Time Off (PTO) Benefits: If you work as a PSW, HCW, and/or PCA and meet the Eligibility Requirements for PTO benefits, you are credited 1 PTO benefit hour for every 20 hours of bargaining unit work completed during each calendar month.

PTO benefit hours are capped at the Monthly Accrual Cap of 4 hours per month, even if you work more than 80 bargaining unit hours in a month. Hours worked in 1 month cannot be combined with hours from another month for purposes of accruing PTO benefits.

If you receive hours from multiple payroll vendors, then all the hours from the same month will be combined to calculate your PTO benefit hours for that month.

Your PTO benefit balance is the remaining balance of PTO benefit hours after adjusting



the balance for each month's PTO benefits accrual, payment, or expiration. This is the balance available to you to cash out. PTO benefit hours accumulated and not paid out each month are added to the PTO benefit balance at the end of the calendar month.

### General Information

### HCA Benefits - Payment of Premiums and Out-of-Pocket Expenses

When you become eligible for HCA benefits, Carewell SEIU 503 will issue you a Benefit Convenience Card ("BCC") that will be preloaded with both: (a) the amount needed for your monthly health insurance premium (after application of the maximum available Advance Premium Tax Credit, if applicable); and (b) the out-of-pocket expense reimbursement amount available for the Plan Year (as determined by the Board of Trustees) for the payment of your deductibles, copayments, and coinsurance expenses for covered benefits and services provided to you and covered by your Trust-approved qualified health plan.

While you are eligible for HCA benefits, you may use your BCC at doctors' offices, pharmacies, and other medical provider locations to pay any deductible, copayment, and coinsurance amounts that you owe related to services covered by your Trust-approved qualified health plan. You must save the explanations of benefits ("EOBs") you receive from your health insurance

carrier relating to any expenses you paid using the BCC, because you may be required to provide to Carewell SEIU 503's BCC Administrator (Ameriflex) proof that these expenses are covered benefits.

You may not use your BCC to pay for any expenses not covered under your Trust-approved qualified health insurance plan, including any expenses for any individual other than yourself. You also may not use your BCC to pay for Dental, Vision, Hearing, and Employee Assistance Program ("DVE") benefits or expenses. Go to pages 36-38 of this Guide for more information about the BCC.

### Coverage Through Your Spouse's Plan

If you meet the Eligibility Requirements for HCA benefits and you are eligible for insurance through your spouse's employer but you choose not to enroll in such coverage, you will be entitled to receive HCA benefits from Carewell SEIU 503 if you enroll in a Trust-approved Marketplace plan. If you are not eligible for federal Advance Premium Tax Credits, Carewell SEIU 503 will pay your entire approved Marketplace health plan premium.

Note: If you enroll in your spouse's insurance coverage, you will not be eligible for HCA benefits. However, if you meet the Eligibility Requirements for DVE benefits and/or PTO, you still will be eligible to receive those benefits.

## Married Filing Separately

Generally, if you are married but file income taxes separately from your spouse, rather than filing a joint return, you are not eligible to receive federal premium tax credits for health insurance purchased on the Marketplace, unless an exception under the law applies. In such cases, if you are eligible to receive Carewell SEIU 503 HCA benefits, then Carewell SEIU 503 will provide premium assistance for your entire approved Marketplace health plan premium.

## Undocumented Workers

Under the Affordable Care Act, if you are an undocumented immigrant, you are not eligible to purchase health insurance through the Marketplace. However, you may be eligible for certain benefits if you meet the Eligibility Rules described in this Guide. Contact Carewell SEIU 503 to learn more.

## Coverage through Medicare

For eligible HCWs, PSWs, and PCAs, the Supplemental Trust, through Carewell SEIU 503 Healthcare Cost Assistance benefits, will reimburse the costs of monthly premiums for Medicare Part B, up to an amount determined annually by the Board of Trustees.

The Supplemental Trust will also reimburse you for monthly premiums for a Medicare Advantage, or Medicare Supplement, or Part D product of your choice, up to an amount determined annually by the Board of Trustees. You may also be eligible for reimbursement of certain out-of-

pocket expenses, such as deductibles, copayments, coinsurance, and prescriptions for services covered by Medicare, up to an amount determined annually by the Board of Trustees. For the most up-to-date information on the annual amounts for Medicare premiums and covered out-of-pocket expenses, visit [CarewellSEIU503.org](https://www.CarewellSEIU503.org) or call 1-844-503-7348.

In order to receive assistance for these expenses from the Supplemental Trust, you will need to submit a reimbursement claim form (available through MyCarewell503 or on the Carewell SEIU 503 website, or by calling 1-844-503-7348) with evidence of premium expense to Carewell SEIU 503. This information only needs to be submitted once for Part B premium reimbursement, but must be submitted annually to continue receiving reimbursement of the other Medicare-related expenses described above. If the Medicare Part B premium amount changes, you will need to submit another Part B reimbursement claim form to receive the updated payment. The Trust will confirm your hours worked each month before reimbursement is issued.

If you are eligible for Healthcare Cost Assistance (HCA) benefits, you will receive a Benefit Convenience Card (BCC) that may be used to pay for medical and prescription drug copays, deductibles, and coinsurance expenses relating to claims covered by your Medicare plan, up to an annual amount determined by the Board of Trustees each year, provided the claims were incurred while eligible for HCA benefits through the Trust.



## GUIDE TO TRAINING AND BENEFITS

However, if you have been using the BCC to pay premiums for a Marketplace plan, one major difference as you switch to Medicare is that you can no longer use the BCC for Medicare premiums. Instead, you will need to submit a Medicare reimbursement claim form for your Medicare premiums.

You may be asked by the Benefit Card Administrator (Ameriflex) to show proof of expenses, so please keep Explanations of Benefits (EOBs) and all receipts (especially prescription receipts, since prescription expenses do not appear on the EOBs issued by insurance companies).

### Coverage through the Marketplace

Carewell SEIU 503 Healthcare Cost Assistance (HCA) benefits, provided through the Supplemental Trust, help eligible workers pay for the costs of monthly premiums for individual healthcare coverage under an approved qualified health plan offered through the applicable Marketplace.

If you have individual-only health insurance under an approved qualified health plan, Carewell SEIU 503 HCA benefits generally cover the remaining amount of the premium after the maximum available federal Advance Premium Tax Credit has been applied. For example, if you are entitled to a monthly federal Advance Premium Tax Credit of \$500, and the monthly health insurance premium for your approved qualified health plan is \$1,000, then after your full \$500 tax credit is applied, your HCA benefits will provide premium assistance for the remaining

\$500 balance, and you will pay nothing out of pocket. If, however, you have family coverage, your HCA benefits will reimburse only that part of the premium relating to your individual coverage, after applying the maximum available federal Advance Premium Tax Credit.

Carewell SEIU 503 must receive your name, gender, Social Security number, birth date, and current address in order to provide you with Healthcare Cost Assistance benefits. You are responsible for keeping this information current with the State of Oregon and with Carewell SEIU 503.

Please refer to the Eligibility Rules section of this Guide on pages 56-57 for information on how to become eligible for Carewell SEIU 503 HCA benefits. If you are eligible for Healthcare Cost Assistance, you will receive a Benefit Convenience Card (BCC), a Mastercard debit card, to pay for your monthly premium and covered out-of-pocket expenses.

### The BCC cannot be used for:

- dental care or vision and hearing services;
- expenses for your spouse or dependents;
- expenses for services that your healthcare plan does not cover;
- expenses incurred while you were not eligible for Healthcare Cost Assistance;
- covered medical expenses from a previous calendar year.

If your family is on your health insurance policy, you will not be able to use the BCC

for your premium payments. Instead, you must pay the insurance carrier directly and then submit a copy of the bill and proof of payment to Carewell SEIU 503, along with a completed reimbursement form. The Trust will then reimburse you for the portion of the premium applicable solely to your individual coverage, after subtracting your maximum available Advance Premium Tax Credit.

This benefit applies only if you are enrolled in an approved Marketplace plan. However, if you became eligible for Carewell SEIU 503 benefits after the end of the last Open Enrollment period, and you are enrolled in a non-approved plan through a health insurance Marketplace, you may qualify for average premium reimbursements under Healthcare Cost Assistance. To continue receiving Carewell SEIU 503 HCA benefits after the end of the year, however, you must enroll in an approved plan at your first opportunity and no later than Open Enrollment (generally between November 1 and December 15). Otherwise, your Carewell SEIU 503 HCA benefits will stop at the end of the calendar year.

To view current approved qualified health plans, visit the Carewell SEIU 503 website at [CarewellSEIU503.org](https://www.CarewellSEIU503.org) or call 1-844-503-7348.

## What Expenses Are Not Covered by the Trust?

The following are some examples of costs not covered by Carewell SEIU 503. You are responsible for paying these expenses on your own.

- Expenses relating to services and supplies not covered by Medicare or your Trust-approved qualified health plan
- Copays, coinsurance, and deductibles in excess of the annual out-of-pocket benefit.
- Expenses for your spouse or dependents.

## Advance Premium Tax Credit Reconciliation Reimbursement

You may receive an Advance Premium Tax Credit (“APTC”) from the federal government that reduces the cost of your monthly healthcare premiums. Because the amount of the APTC is based on your estimate of your annual household income, it is possible that you could receive too much or too little APTC during the year (because you underestimated or over-estimated your annual household income). In such situations, you may be required to reimburse the federal government (because you received too much APTC during the year) or you may receive an additional credit from the federal government (because you received too little APTC during the year).

If the federal government notifies you that you must return a portion of the APTC you received because you underestimated your annual household income, you should contact Carewell SEIU 503, because you may be eligible to receive reimbursement from the Supplemental Trust in an amount sufficient to cover all, or a part of, the additional amount you owe to the federal government. In no event will you be entitled





to reimbursement for an amount greater than the cost of the premiums that the Supplemental Trust would have paid had the APTC been accurate.

It also is possible that you could receive a refund from the federal government at the end of the year if your actual annual household income was less than you had estimated it to be. If you receive a refund from the federal government for this reason, you must pay that refunded amount to the Trust. This is the amount the Trust overpaid to the insurance carrier during the year because your estimate of your annual household income was incorrect. You are responsible for contacting Carewell SEIU 503 immediately in the event that you receive a tax refund relating to the amount of the APTC.

To avoid any need to correct your APTC amount at the end of the year, please remember to inform the Marketplace of any household income changes that you experience during the year. To do this, contact Carewell SEIU 503 to schedule an appointment to have your reported income adjusted on your Marketplace application.

### Claims and Appeal Procedure

#### Submitting a Reimbursement Claim to the Supplemental or Benefit Trust

Requests for reimbursement must be submitted to Carewell SEIU 503. The Trusts will only allow any reimbursement or payment claims up to 1 year from the date of service.

This rule applies to Medicare, medical, and premium expenses; Advance Premium Tax Credit (APTC) adjustments, and PTO. Any claims over 1 year would require an appeal to be sent to the Board of Trustees within 180 days of the denial.

Forms are available through **MyCarewell503** or on the Carewell SEIU 503 website. Carewell SEIU 503 will generally decide your claim within 30 days of receipt. If Carewell SEIU 503 needs additional time to respond, it generally will make a decision on your claim within 45 days of receipt. You will be notified if Carewell SEIU 503 needs additional information. If you do not provide the additional information, Carewell SEIU 503 will decide the claim based on the information it has available. If your claim was filed improperly, you will be notified within 10 days and provided with information on how to correct it.

If your claim is denied, you will receive a written explanation that will include:

- The reason(s) for the denial.
- The specific Trust rule(s) upon which the decision was based.
- Any additional information necessary for reconsideration of your claim, including the reason(s) such information is necessary.
- The Trust's appeal procedures and the deadlines for those procedures.
- You are not required to appeal the decision to the Board of Trustees. However, under the Plan rules, you must exhaust your administrative remedies by appealing to the Board of Trustees before you have the

right to file suit.

## Appeal Procedure

If your initial claim is denied by Carewell SEIU 503, you must complete an Appeal form, available at [CarewellSEIU503.org](http://CarewellSEIU503.org), within 180 days from receipt of the denial. The written appeal should state the reasons for your appeal request. You may appoint an authorized representative to act on your behalf. To do so, you must notify Carewell SEIU 503 in writing of the representative's name, address, and telephone number. You may receive reasonable access to and copies of documents relevant to your claim. You may submit issues and comments in writing. You may request copies of all information considered during the appeal.

Your appeal will generally be decided by the Board of Trustees within 60 days of receipt of the appeal by Carewell SEIU 503.

If an extension of time is required for review, you will be notified by mail, and you will generally receive a decision no later than 120 days after receipt of your appeal. Carewell will send you a notice of the appeal decision within 5 days of the decision.

If your appeal is denied, you will receive a written notice that includes information identifying the claim, the reason(s) for denial and the Trust rules on which the decision was based.

If you wish to file suit regarding Carewell or the Board of Trustees' denial, you must do so within 1 year of the denial of your appeal.

## Overpayments

Each Trust has a constructive trust, lien, and/or an equitable lien by agreement in favor of the Trust on any overpaid or advanced benefits received by you or your representative (including an attorney) that are due to the Trust, and any such amount is deemed to be held in trust by you for the benefit of the Trust until paid to the Trust. By accepting benefits from the Trusts, you consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of each applicable Trust exists with regard to any overpayment or advancement of benefits. In accordance with that constructive trust, lien, and/or equitable lien by agreement, you agree to cooperate with the Trust in reimbursing the Trust for all of its costs and expenses related to the collection of those benefits.

The Trust may recover overpaid benefits by offsetting all future benefits otherwise payable by the Trust on your behalf.

If you fail to reimburse the Trust and the Trust is required to pursue legal action against you to obtain repayment of the benefits advanced by the Trust, you shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Trust in connection with the collection of any amounts owed to the Trust or the enforcement of any of the Trust's rights to reimbursement. The Trust has a right to file suit against you or your representative in any state or federal court that has jurisdiction



over the Trust's claims.

Any refusal by you to reimburse the Trust for any overpaid amounts will be considered a breach of your agreement with the Trust that the Trust will provide the benefits available as described in this Guide, and that you, in turn, will comply with the rules of the Trust. Further, by accepting benefits from the Trust, you affirmatively waive any defenses you may have in any action by the Trust to recover overpaid amounts or amounts due under any rule of this Guide, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.



## ELIGIBILITY RULES



### Carewell SEIU 503 DVE Benefits and Carewell SEIU 503 HCA Benefits

The following rules apply to individuals covered under the SEIU 503 Homecare and Personal Support Workers Bargaining Unit (which includes Personal Care Attendants) and govern eligibility for Carewell SEIU 503 benefits coverage offered through the Benefit Trust and the Supplemental Trust, except for Paid Time Off benefits, which are addressed separately below. For purposes of this Guide, “you” or “your” refers to participants covered under the SEIU 503 Homecare and Personal Support Workers Bargaining Unit, including Personal Care Attendants, who are eligible to participate in the Trusts.

#### Initial Eligibility

To become eligible for DVE and HCA benefits under the Benefit Trust and Supplemental Trust, respectively, you must work at least 40 hours of bargaining unit work for 2 months in a row. There is then a 1-month waiting period while your hours are reported to Carewell SEIU 503. For example, if you work 40 hours per month in January and February, you will be covered under the Trusts effective April 1.

Carewell SEIU 503 must receive your hours information from the State of Oregon, so it is important that you turn in your payroll voucher or timesheets every pay period prior to the submission deadline. Hours reported to Carewell are for the month prior so there will always be a natural time lag between hours worked and when they are reported to Carewell SEIU 503. It is critical you report

your hours every pay period to ensure your eligibility is not disrupted. If you have questions about reporting your hours on time, please contact your local office or call Carewell SEIU 503 at 1-844-503-7348.

A determination on whether you have met the hours requirement for the purposes of these Eligibility Rules will be determined by Carewell SEIU 503 based on the most recent agency-reported payroll hours.

#### Ongoing Eligibility

You will continue to be eligible for Carewell SEIU 503 benefits from the Trusts unless your bargaining unit hours worked per month drop to 0 for 2 months in a row.

#### Losing Eligibility

If you work 0 hours of bargaining unit work for 2 months in a row, you will lose your eligibility for coverage under the Trusts at the end of the month following your 2 months of 0 hours. For example, if you work 0 hours of bargaining unit work in September and October, your eligibility for benefits under the Trusts will end on November 30. Carewell SEIU 503 will send you a notice after the first month in which your bargaining unit hours drop to 0, and will send advance notice of the date your eligibility will terminate under the Trusts after the second consecutive month in which you have 0 bargaining unit hours.

Losing eligibility for Carewell SEIU 503 Healthcare Cost Assistance benefits does not mean that your health insurance plan through the Marketplace will terminate.



However, you will be responsible for paying the premiums and other out-of-pocket costs relating to that health insurance plan. If you do not pay the premiums, your health insurance carrier will cancel your health insurance plan. This means you will be without health insurance coverage for the rest of the year unless you have a qualifying life event as described on [healthcare.gov](https://www.healthcare.gov).

### Regaining Eligibility

If you lose eligibility for Carewell SEIU 503 benefits from the Trusts, you must again work 40 hours of bargaining unit work for 2 months in a row, and have a 1-month waiting period, before becoming eligible for Trust benefits again. Please note that regaining eligibility for Trust benefits is not a Special Enrollment Event that would allow you to reenroll in a Marketplace health insurance plan outside of Open Enrollment.

### PTO Benefits Eligibility

The following rules apply to Paid Time Off (“PTO”) benefits for Homecare Workers (“HCWs”) and Personal Support Workers (“PSWs”), including Personal Care Attendants (“PCAs”), covered under the SEIU 503 Homecare and Personal Support Workers Bargaining Unit. These Carewell SEIU 503 PTO Benefits are available under the Benefit Trust, pursuant to the following Eligibility Rules.

If you have a completed Form W-9 on file with Carewell SEIU 503, you will accumulate Paid Time Off benefit hours based on the number of bargaining unit hours you work

each month in accordance with the following schedule:

Number of hours worked per month	PTO benefit hours earned
20	1
40	2
60	3
80 or more	4

Carewell SEIU 503 must receive your hours information from the State of Oregon, so it is important that you turn in your timesheets every pay period prior to the submission deadline. Hours reported to Carewell are for the month prior so there will always be a natural time lag between hours worked and when they are reported to Carewell SEIU 503. It is critical you report your hours every pay period to ensure your eligibility is not disrupted. If you have questions about reporting your hours on time, please contact your local office or call Carewell SEIU 503 at 1-844-503-7348.

A determination on whether you have met the hours requirement for the purposes of these Eligibility Rules will be determined by Carewell SEIU 503 based on the most recent agency-reported payroll hours.

### Mixed Care Provider Rules

If you work in multiple bargaining unit–covered positions (i.e., Homecare Worker, Personal Support Worker, and Personal Care Attendant), then your hours as a Personal Support Worker, Personal Care Attendant, and Homecare Worker will be combined for



purposes of determining eligibility for PTO benefits.

### Enrollment

#### Enrollment During Open Enrollment

To receive HCA benefits, you generally will need to enroll in either Medicare or an approved qualified health plan on the federal or state Marketplace. You can enroll in Marketplace coverage during Open Enrollment each year, which is usually between November 1 and December 15 for coverage starting the following January 1. Open Enrollment periods on other health insurance Marketplaces (in Washington, California, or Idaho) may happen on different dates. You also may be eligible for a special enrollment period under certain limited circumstances (for example, if you lose your health insurance coverage provided through a different employer).

An approved qualified health plan is an insurance plan offered on either the federal Marketplace ([healthcare.gov](https://healthcare.gov), which is the platform for Oregon consumers) or your state-based Marketplace (in Washington: [wahealthplandfinder.org](https://wahealthplandfinder.org), in California: [coveredca.com](https://coveredca.com), in Idaho: [yourhealthidaho.org](https://yourhealthidaho.org)) that has been selected by your Board of Trustees as the Trust-approved option, based on the plan's quality and affordability. To receive HCA benefits relating to a Marketplace plan, you need to enroll in an approved qualified plan for your area. A current list of approved qualified health plans is available on the Carewell SEIU 503 website

at [CarewellSEIU503.org](https://CarewellSEIU503.org). You can also request a printed list of current approved qualified health plans by calling Carewell SEIU 503 at 1-844-503-7348.

Please note: according to Trust rules, as of January 1, 2024, all recipients of Healthcare Cost Assistance for Marketplace coverage will be required to show proof of enrollment on an annual basis. Those enrolled through our partner insurance agency, Valley Insurance Professionals (VIP), are exempt from this requirement since VIP submits the plan name and premium information to Carewell SEIU 503 on behalf of the care provider. Enrolling through VIP ensures the Benefit Convenience Card is loaded with the annual amount to cover premium payments and out-of-pocket expenses.

#### Enrollment Outside of Open Enrollment

The following rules apply if you first become eligible for HCA benefits under Carewell SEIU 503 on a date that is outside of the Marketplace Open Enrollment Period. In this circumstance, Carewell SEIU 503 will, if possible, assist you in enrolling in an approved qualified health plan through the applicable Marketplace, and will provide premium assistance for such coverage, consistent with the rules of the Trust.

If it is not possible for you to enroll in an approved qualified health plan through the applicable Marketplace, and you are already enrolled in an individual health insurance plan either through the Marketplace or

otherwise, Carewell SEIU 503 will reimburse your monthly healthcare premium costs, after deduction of the maximum Advance Premium Tax Credit to which you are entitled, up to the lesser of your actual premium costs, or the average premium amount that Carewell SEIU 503 pays to participants who are covered under an approved qualified health plan as of March of the plan year in which you first become eligible for HCA benefits. Note: if any source other than Carewell SEIU 503 is paying for all or a part of your health insurance premium, the Trust will subtract that payment from the amount it reimburses you under this section.

If it's not possible to enroll you in an approved qualified health plan through the applicable Marketplace, and you aren't already enrolled in another individual health insurance plan, the Trust will, if possible, assist you in enrolling directly in a comparable individual health plan and will reimburse your monthly healthcare premium costs, after deduction of the maximum Advance Premium Tax Credit to which you are entitled, up to the lesser of either your actual premium costs, or the average premium amount that the Trust pays to participants covered under an approved

qualified health plan as of March of the plan year in which you first become eligible for Trust benefits. However, if a source other than the Trust is paying for all or a part of your health insurance premium, Carewell SEIU 503 will subtract that payment from the amount it reimburses you under this section.

If you receive the average premium reimbursement described in the paragraphs above, at the first available opportunity, you must enroll in an approved qualified health plan through the applicable Marketplace. Your eligibility to receive the average premium reimbursement benefit will automatically terminate as of the date you are first eligible to enroll in and receive coverage under an approved qualified health plan, even if you did not complete such enrollment.

In each of the above-described situations, you also will be eligible for the covered out-of-pocket expense reimbursement benefit for your deductible, copayment, and coinsurance costs relating to your individual health insurance coverage.

Once the next OPEN ENROLLMENT period begins, you must enroll in an approved qualified health plan to continue receiving Healthcare Cost Assistance benefits and covered out-of-pocket expense benefits. To prevent a lapse in coverage, you should enroll in an approved qualified health plan as soon as the next Open Enrollment period begins.



## NOTICES

## Benefit Trust Notice of Privacy Practices

### Oregon Homecare Workers Benefit Trust

#### NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

#### The Trust's Commitment to Privacy

The Oregon Homecare Workers Benefit Trust (the "Trust") is committed to protecting the privacy of your protected health information ("health information"). Health information is information that identifies you and relates to your physical or mental health, or to the provision or payment of health services for you. In accordance with applicable law, you have certain rights, as described herein, related to your health information.

This Notice is intended to inform you of the Trust's legal obligations under the federal health privacy provisions contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations as provided in 45 CFR § 160; 45 CFR § 162; and 45 CFR § 164 ("federal health privacy law"):

- **to maintain the privacy of your health information;**
- **to provide you with this Notice describing its legal duties and privacy practices with**

**respect to your health information; and**

- **to abide by the terms of this Notice.**

This Notice also informs you how the Trust uses and discloses your health information and explains the rights that you have with regard to your health information maintained by the Trust. For purposes of this Notice, "you" or "your" refers to participants who are eligible for benefits under the Trust.

#### Information Subject to This Notice

The Trust collects and maintains certain health information about you to help provide health benefits to you, as well as to fulfill legal and regulatory requirements. The Trust obtains this health information, which identifies you, from applications and other forms that you complete, through conversations you may have with the Trust's administrative staff and healthcare professionals, and from reports and data provided to the Trust by healthcare service providers or other employee benefit plans. This is the information that is subject to the privacy practices described in this Notice. The health information the Trust has about you may include, among other things, your name, address, phone number, birth date, Social Security number, employment information, and health claims information.

The Trust provides both benefits related to your health care (for example Employee Assistance Plan ("EAP") benefits) and non-healthcare benefits (for example paid time off ("PTO") benefits). It is the intent of the Trust, as permitted by the privacy





regulations issued under HIPAA, to limit the application of those regulations to the healthcare components of the Trust. Thus, the components under the Trust subject to HIPAA Privacy regulations shall include all the healthcare components of the Trust, but shall not include the non-healthcare components.

### Summary of the Trust's Privacy Practices

### The Trust's Uses and Disclosures of Your Health Information

The Trust may use your health information to determine your eligibility for benefits, to process and pay for your benefit premiums, and to administer its operations. The Trust may disclose your health information to insurers, third party administrators, and healthcare providers for treatment, payment, and healthcare operations purposes.

The Trust may also disclose your health information to third parties that assist the Trust in its operations, to government and law enforcement agencies, to your family members, and to certain other persons or entities. Under certain circumstances, the Trust will only use or disclose your health information pursuant to your written authorization. In other cases, authorization is not needed. The details of the Trust's uses and disclosures of your health information, and your rights related to your health information, are described below.

### Your Rights Related to Your Health Information

The federal health privacy law provides you with certain rights related to your health information. Specifically, you have the following rights:

- **Receive a copy of your health and claims records.** You can ask the Trust to see or get a copy of your health and claims records and other health information the Trust has about you.
- **Request a correction to your health and claims records.** You can ask the Trust to correct your health and claims records if you think they are incorrect or incomplete. The Trust may say "no" to your request, but will tell you why in writing within 60 days of your request.
- **Request confidential communications.** You can ask the Trust to contact you in a specific way (for example, home or office phone) or to send mail to a different address. The Trust will consider all reasonable requests. The Trust must approve your request if you notify the Trust that you would be in danger if the request is not approved.
- **Receive a list of those with whom we shared your information.** You can ask the Trust for a list ("accounting") of the times the Trust shared your health information for 6 years prior to the date you ask, who the Trust shared it with, and why. The Trust will provide all the disclosures except for those about

treatment, payment, and healthcare operations, and certain other disclosures (such as information the Trust shared at your request). The Trust will provide one accounting a year for free, but has the right to charge a reasonable, cost-based fee if you ask for another one within 12 months.

- **Have someone to act for you.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. The Trust will verify that the person has this authority and can act for you before it takes any action.
- **File a complaint if you feel your rights are violated.** You can complain if you feel the Trust has violated your rights, by contacting the Trust's HIPAA Privacy Officer using the information later in this Notice. You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/hipaa/filing-a-complaint](http://www.hhs.gov/hipaa/filing-a-complaint). The Trust will not retaliate against you for filing a complaint.
- **Request limits on the information the Trust uses or shares.** You can ask the Trust not to use or share certain health information for treatment, payment, or operations. However, the Trust is not required to agree to your request and may say "no" if it would affect your care.
- **Request access to your health**

**information in an electronic format.**

- **Receive notice of a breach of unsecured protected health information if it affects you.**
- **Receive a paper copy of this Notice at any time, even if you have agreed to receive this Notice electronically.**

More information about these rights and how you may exercise them is below.

## Changes in the Trust's Privacy Practices

The Trust has the right to change its privacy practices and revise this Notice as described below.

## Contact Information

If you have any questions or concerns about the Trust's privacy practices, or about this Notice, or if you wish to obtain additional information about the Trust's privacy practices, please contact:

**HIPAA Privacy Officer  
Oregon Homecare Workers Benefit Trust  
Carewell SEIU 503  
PO Box 94253  
Seattle, WA 98124-6553**

DETAILED NOTICE OF THE TRUST'S  
PRIVACY POLICIES

THE TRUST'S USES AND DISCLOSURES

Except as described in this section, as provided for by federal privacy law, or as you have otherwise authorized, the Trust uses and discloses your health information



only for the administration of the Trust and the processing of your benefits. The Trust will not use or share your information other than as described here unless you authorize otherwise in writing. You may change your mind at any time by notifying the Trust in writing.

### Uses and Disclosures for Treatment, Payment, and Healthcare Operations

We typically use or share your health information in the following ways:

**1. To help manage the healthcare treatment you receive.** Although the Trust does not anticipate making disclosures “for treatment,” if necessary, the Trust may make such disclosures without your authorization. For example, the Trust may disclose your health information to a healthcare provider to assist the provider in treating you.

**2. To Pay for Health Services.** The Trust may use and disclose your health information so that claims for treatment, services, and supplies that you receive from healthcare providers can be paid according to the Trust’s program of benefits. For example, the Trust may share your enrollment, eligibility, and claims information with the Trust’s claim processors, so that they may process your claims. The Trust may use or disclose your health information to healthcare providers to notify them as to whether certain health benefits are covered. The Trust may also disclose your health information to other insurers or benefit plans to coordinate payment of your healthcare claims with

others who may be responsible for certain costs. In addition, the Trust may disclose your health information to claims auditors to review billing practices of healthcare providers, and to verify the appropriateness of claims payment.

### 3. For Trust Operations and Plan

**Administration.** The Trust may use and disclose your health information to enable it to operate efficiently and in the best interests of its participants. For example, the Trust may disclose your health information to actuaries and accountants for business planning purposes, or to attorneys who are providing legal services to the Trust.

### Uses and Disclosures to Business Associates

The Trust shares health information about you with its “business associates,” which are third parties that assist the Trust in its operations. The Trust discloses information, without your authorization, to its business associates for treatment, payment, and healthcare operations. For example, the Trust shares your health information with the Trust’s claim processors so that they may process your claims. The Trust may disclose your health information to auditors, actuaries, accountants, and attorneys as described above. In addition, if you are a non-English speaking participant who has questions about a claim, the Trust may disclose your health information to a translator; and the Trust may provide names and address information to mailing services.

The Plan enters into agreements with its business associates to ensure that the privacy of your health information is protected.

## Uses and Disclosures to Plan Sponsor

The Trust may disclose your health information to the Plan Sponsor, which is the Trust's Board of Trustees, for plan administration purposes, such as performing quality assurance functions and evaluating overall funding of the Trust, without your authorization. The Trust may also disclose your health information to the Plan Sponsor for purposes of hearing and deciding your appeals. Before any health information is disclosed to the Plan Sponsor, the Plan Sponsor will certify to the Trust that it will protect your health information and that it has included language in the Trust rules to reflect its obligation to protect the privacy of your health information.

## Other Uses and Disclosures That May Be Made Without Your Authorization

As described below, the federal health privacy law provides for specific uses or disclosures that the Trust may make without your authorization.

**1. Required by Law.** Your health information may be used or disclosed as required by law. For example, your health information may be disclosed for the following purposes:

- For judicial and administrative proceedings pursuant to court or administrative order, legal process, and/or authority.
- To report information related to victims of abuse, neglect, or domestic violence.
- To assist law enforcement officials in their law enforcement duties.
- To notify the appropriate authorities of a breach of protected health information.

**2. Health and Safety.** Your health information may be disclosed to avert a serious threat to the health or safety of you or any other person. Your health information may also be disclosed for public health activities, such as preventing or controlling disease, injury, or disability, and to meet the reporting and tracking requirements of governmental agencies, such as the U.S. Food and Drug Administration.

**3. Government Functions.** Your health information may be disclosed to the government for specialized government functions, such as intelligence, national security activities, security clearance activities, and protection of public officials. Your health information also may be disclosed to health oversight agencies for audits, investigations, licensure, and other oversight activities.

**4. Active Members of the Military and Veterans.** Your health information may be used or disclosed in order to comply with laws and regulations related to military service or veterans affairs.



**5. Workers' Compensation.** Your health information may be used or disclosed in order to comply with laws and regulations related to Workers' Compensation benefits.

**6. Emergency Situations.** Your health information may be used or disclosed to a family member or close personal 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.

**7. Others Involved In Your Care.** Under limited circumstances, your health information may be disclosed to a family member, close personal friend, or others whom the Trust has verified are directly involved in your care (for example, if you are seriously injured and unable to communicate with the Trust). Also, upon request, the Trust may advise a family member or close personal friend about your general condition, location (such as in the hospital), or death. If you do not want this information to be shared, you may request that these disclosures be restricted as outlined later in this Notice.

**8. Personal Representatives.** Your health information may be disclosed to people whom you have authorized to act on your behalf, or people who have a legal right to act on your behalf. Examples of personal representatives are parents for unemancipated minors and those who have Power of Attorney for adults.

**9. Treatment and Health-Related Benefits Information.** The Trust and its business associates may contact you to provide information about treatment alternatives or other health-related benefits and services that may interest you, including, for example, alternative treatment, services, and medication.

**10. Research.** Under certain circumstances, your health information may be used or disclosed for research purposes as long as the procedures required by law to protect the privacy of the research data are followed.

**11. Organ, Eye, and Tissue Donation.** If you are an organ donor, your health information may be used or disclosed to an organ donor or procurement organization to facilitate an organ or tissue donation or transplantation.

**12. Deceased Individuals.** The health information of a deceased individual may be disclosed to coroners, medical examiners, and funeral directors so that those professionals can perform their duties.

### Uses and Disclosures for Fundraising and Marketing Purposes

The Trust and its business associates do not use or sell your health information for fundraising or marketing purposes.

### Other Uses and Disclosures Require Your Express Authorization

Uses and disclosures of your health information other than those described above will be made only with your express



written authorization. You may revoke your authorization to use or disclose your health information in writing. If you do so, the Trust will not use or disclose your health information, except to the extent that the Trust has already relied on your authorization. Once your health information has been disclosed pursuant to your authorization, the federal privacy law protections may no longer apply to the disclosed health information, and that information may be re-disclosed by the recipient without your knowledge or authorization.

## Your Health Information Rights

You have the following rights regarding your health information that the Trust creates, collects, and maintains. If you are required to submit a written request related to these rights, as described herein, you should address such requests to:

**HIPAA Privacy Officer  
Oregon Homecare Workers Benefit Trust  
Carewell SEIU 503  
PO Box 94253  
Seattle, WA 98124-6553**

## Right to Inspect and Copy Health Information

You have the right to inspect and obtain a copy of your health record. Your health record includes, among other things, health information about your plan eligibility, plan coverages, claim records, and billing records. For health records that the Trust keeps in

electronic form, you may request to receive the records in an electronic format.

To inspect and copy your health record, submit a written request to the HIPAA Privacy Officer. Upon receipt of your request, the Trust will send you a Claims History Report, which is a summary of your claims history that covers the previous 2 years. If you have been eligible for benefits for less than 2 years, then the Claims History Report will cover the entire period of your coverage.

If you do not agree to receive a Claims History Report, and instead want to inspect and/or obtain a copy of some or all of your underlying claims record, which includes information such as your actual claims and your eligibility/enrollment card and is not limited to a 2-year period, state that in your written request, and that request will be accommodated. If you request a paper copy of your underlying health record or a portion of your health record, the Trust will charge you a fee of \$0.25 per page for the cost of copying and mailing the response to your request. Records provided in electronic format also may be subject to a small charge.

In certain limited circumstances, the Trust may deny your request to inspect and copy your health record. If the Trust does so, it will inform you in writing. In certain instances, if you are denied access to your health record, you may request a review of the denial.

## Right to Request that Your Health Information be Amended



You have the right to request that your health information be amended if you believe the information is incorrect or incomplete. To request an amendment, submit a detailed written request to the HIPAA Privacy Officer. This request must provide the reason(s) that support your request. The Trust may deny your request if it is not in writing, it does not provide a reason in support of the request, or if you have asked to amend information that:

- **Was not created by or for the Trust, unless you provide the Trust with information that the person or entity that created the information is no longer available to make the amendment;**
- **Is not part of the health information maintained by or for the Trust;**
- **Is not part of the health record information that you would be permitted to inspect and copy; or**
- **Is accurate and complete.**

The Trust will notify you in writing as to whether it accepts or denies your request for an amendment to your health information. If the Trust denies your request, it will explain how you may continue to pursue the denied amendment.

### Right to an Accounting of Disclosures

You have the right to receive a written accounting of disclosures. The accounting is a list of disclosures of your health information by the Trust to others. The accounting covers up to 6 years prior to the date of your request. If you want an

accounting that covers a time period of less than 6 years, please state that in your written request for an accounting.

To request an accounting of disclosures, submit a written request to the HIPAA Privacy Officer. In response to your request for an accounting of disclosures, the Trust may provide you with a list of business associates who make such disclosures on behalf of the Trust, along with contact information so that you may request the accounting directly from each business associate. The first accounting that you request within a 12-month period will be free. For additional accountings in a 12-month period, you will be charged for the cost of providing the accounting, but the Trust will notify you of the cost involved before processing the accounting so that you can decide whether to withdraw your request before any costs are incurred.

### Right to Request Restrictions

You have the right to request restrictions on your health information that the Trust uses or discloses about you to carry out treatment, payment, or healthcare operations. You also have the right to request restrictions on your health information that the Trust discloses to someone who is involved in your care or the payment for your care, such as a family member or friend. The Trust is generally not required to agree to your request for such restrictions, and the Trust may terminate its agreement to the restrictions you requested. The Trust 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.

To request restrictions, submit a written request to the HIPAA Privacy Officer that explains what information you seek to limit, and how and/or to whom you would like the limit(s) to apply. The Trust will notify you in writing as to whether it agrees to your request for restrictions, and when it terminates agreement to any restriction.

### **Right to Request Communications by Alternative Means or at Alternative Location**

You have the right to request that your health information be communicated to you in confidence by alternative means or in an alternative location. For example, you can ask that you be contacted only at work or by mail, or that you be provided with access to your health information at a specific location. To request communications by alternative means or at an alternative location, submit a written request to the HIPAA Privacy Officer. Your written request should state the reason(s) for your request, and the alternative means by or location at which you would like to receive your health information. If appropriate, your request should state that the disclosure of all or part of the information by non-confidential communications could endanger you. Reasonable requests will be accommodated to the extent possible, and you will be notified appropriately.

### **Right to Complain**

You have the right to complain to the Trust and to the Department of Health and Human Services if you believe your privacy rights have been violated. To file a complaint with the Trust, submit a written complaint to the HIPAA Privacy Officer listed above. You will not be retaliated against or discriminated against and no services, payment, or privileges will be withheld from you because you file a complaint with the Trust or with the Department of Health and Human Services.

### **Right to Paper Copy of Notice**

You have the right to a paper copy of this Notice. To make such a request, submit a written request to the HIPAA Privacy Officer listed above. You may also obtain a copy of this Notice by submitting a written request to:

**HIPAA Privacy Officer  
Oregon Homecare Workers Benefit Trust  
Carewell SEIU 503  
PO Box 94253  
Seattle, WA 98124-6553**

### **Right to Receive Notice of Breach**

You will be notified promptly if your health information has been breached. 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 the 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.

### Changes in Trust's Privacy Policies

The Trust reserves the right to change its privacy practices and make the new practices effective for health information that it maintains, including health information that it created or received prior to the effective date of the change and health information it may receive in the future. If the Trust materially changes any of its privacy practices, it will revise this Notice and provide you with the revised Notice, either by U.S. Mail or email, within 60 days of the revision. In addition, copies of the revised Notice will be made available to you upon your written request and will be made available for review at the Trust Office.

### Effective Date

This Notice was first effective on July 24, 2023. This Notice will remain in effect unless and until the Trust publishes a revised Notice.

## Benefit Trust Notice of COBRA Continuation Coverage Rights

### Notice of Right to Continue Coverage through Self Payments under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA")

You're getting this Notice because you recently became eligible for coverage under the Oregon Homecare Workers Benefit Trust (the "Benefit Trust"). This Notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Benefit Trust. **This Notice explains COBRA continuation coverage, when it may become available to you, and what you need to do to protect your right to get it.**

When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage, including coverage through the Health Insurance Marketplace. **By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.** More information on the Health Insurance Marketplace and other coverage options is located beginning on page 72 of

this Notice. Please read the information in this Notice carefully.

## What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Benefit Trust coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this Notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You could become a qualified beneficiary if dental, vision, or Employee Assistance Program coverage under the Benefit Trust is lost because of the qualifying event. Under the Benefit Trust, if you become a qualified beneficiary and elect COBRA continuation coverage, you must pay for COBRA continuation coverage.

As a Participant of the Benefit Trust, you’ll become a qualified beneficiary if you lose your coverage under the Benefit Trust because of the following qualifying events:

- **Your hours of employment are reduced, or**
- **Your employment ends for any reason other than your gross misconduct.**

## When is COBRA continuation coverage available?

The Benefit Trust will offer COBRA continuation coverage to qualified beneficiaries only after the Administrative Office of the Benefit Trust has been notified

that you have experienced a reduction in hours or a termination of employment. The State will notify the Trust Administrative Office if you experience a reduction in hours or a termination of employment. You also should notify the Trust Administrative Office of such a qualifying event by providing notice to:

**Carewell SEIU 503  
PO Box 94253  
Seattle, WA 98124-6553**

## How do I elect COBRA continuation coverage?

When you are eligible for COBRA, a COBRA election form will be mailed to you from the Benefit Trust’s COBRA Administrator, Ameriflex.

To elect continuation coverage, complete the COBRA Election Notice and send it to Ameriflex. You have 60 days from the later of the date you lost coverage or the date of the COBRA Election Notice.

## How long does continuation coverage last?

Your COBRA continuation coverage is effective the first of the month following the date of your loss of coverage. In the case of a loss of coverage due to the end of employment or reduction in hours of employment, COBRA coverage generally may be continued for up to a total of 18 months.

However, if the Social Security Administration has determined you to be disabled, and





## GUIDE TO TRAINING AND BENEFITS

you notify the Administrative Office of the Benefit Trust in a timely fashion, you may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability must have started before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Failure to provide timely notice of a disability will result in the denial of any COBRA coverage extension.

### How much does COBRA continuation coverage cost?

The cost for COBRA continuation coverage will be included in your COBRA Election Notice and may include a 2% administration fee as allowed by federal law. Information on the cost of COBRA also can be found on the Carewell SEIU 503 website or by calling 1-844-503-7348. Please note, other continuation options (such as through the Health Insurance Marketplace or through a spouse's plan) may be less expensive than COBRA.

### Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options available to you through the Health Insurance Marketplace or other group health plan coverage options (such as a spouse's plan) through what is called

a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. For more information about the Marketplace, visit [healthcare.gov](https://www.healthcare.gov).

### Keep the Administrative Office informed of Address Changes:

If you elect COBRA coverage, you should keep the Administrative Office informed of any changes to your address to ensure that billings and other communications are sent to the correct address. You should also keep a copy of any notices you send to the Administrative Office for your records. Please send any address changes to:

**Carewell SEIU 503**  
**PO Box 94253**  
**Seattle, WA 98124-6553**

### For more information:

This Notice does not fully describe COBRA continuation coverage or other rights that may be available under the Plan. More information about continuation of coverage and your rights under the Benefit Trust is available in this Guide.

If you have any questions about the information in this Notice or your rights to COBRA continuation coverage, please contact Carewell SEIU 503 at 1-844-503-7348.

If you are seeking more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), or other laws affecting health

plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) at 1-866-444-3272 or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## Supplemental Trust Notice of Privacy Practices

### Oregon Homecare Workers Supplemental Trust

#### NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### The Trust's Commitment to Privacy

The Oregon Homecare Workers Supplemental Trust (the "Trust") is committed to protecting the privacy of your protected health information ("health information"). Health information is information that identifies you and relates to your physical or mental health, or to the provision or payment of health services for you. In accordance with applicable law, you have certain rights, as described herein, related to your health information.

This Notice is intended to inform you of the Trust's legal obligations under the federal health privacy provisions contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations as provided in 45 CFR § 160; 45 CFR § 162; and 45 CFR § 164

("federal health privacy law"):

- to maintain the privacy of your health information;
- to provide you with this Notice describing its legal duties and privacy practices with respect to your health information; and
- to abide by the terms of this Notice.

This Notice also informs you how the Trust uses and discloses your health information and explains the rights that you have with regard to your health information maintained by the Trust. For purposes of this Notice, "you" or "your" refers to participants who are eligible for benefits under the Trust.

### Information Subject to This Notice

The Trust collects and maintains certain health information about you to help provide benefits to you, as well as to fulfill legal and regulatory requirements. The Trust obtains this health information, which identifies you, from applications and other forms that you complete, through conversations you may have with the Trust's administrative staff and healthcare professionals, and from reports and data provided to the Trust by healthcare service providers or other employee benefit plans. This is the information that is subject to the privacy practices described in this Notice. The health information the Trust has about you may include, among other things, your name, address, phone number, birth date, Social Security number, employment information, and health claims information.

### Summary of the Trust's Privacy



### Practices

#### The Trust's Uses and Disclosures of Your Health Information

The Trust may use your health information to determine your eligibility for benefits, to process and pay for your benefit premiums, and to administer its operations. The Trust may disclose your health information to insurers, third party administrators, and healthcare providers for treatment, payment, and healthcare operations purposes.

The Trust may also disclose your health information to third parties that assist the Trust in its operations, to government and law enforcement agencies, to your family members, and to certain other persons or entities. Under certain circumstances, the Trust will only use or disclose your health information pursuant to your written authorization. In other circumstances, authorization is not needed. The details of the Trust's uses and disclosures of your health information, and your rights related to your health information, are described below.

#### Your Rights Related to Your Health Information

The federal health privacy law provides you with certain rights related to your health information. Specifically, you have the following rights:

- **Receive a copy of your health and claims records.** You can ask the Trust to see or get a copy of your health and claims records and other health information the
- **Trust has about you.**
- **Request a correction to your health and claims records.** You can ask the Trust to correct your health and claims records if you think they are incorrect or incomplete. The Trust may say "no" to your request, but will tell you why in writing within 60 days of your request.
- **Request confidential communications.** You can ask the Trust to contact you in a specific way (for example, home or office phone) or to send mail to a different address. The Trust will consider all reasonable requests. The Trust must approve your request if you notify the Trust that you would be in danger if the request is not approved.
- **Receive a list of those with whom we shared your information.** You can ask the Trust for a list ("accounting") of the times the Trust shared your health information for 6 years prior to the date you ask, who the Trust shared it with, and why. The Trust will provide all the disclosures except for those about treatment, payment, and healthcare operations, and certain other disclosures (such as information the Trust shared at your request). The Trust will provide one accounting a year for free, but has the right to charge a reasonable, cost-based fee if you ask for another one within 12 months.
- **Have someone to act for you.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make

choices about your health information. The Trust will verify that the person has this authority and can act for you before it takes any action.

- **File a complaint if you feel your rights are violated.** You can complain if you feel the Trust has violated your rights, by contacting the Trust's HIPAA Privacy Officer using the information later in this Notice. You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). The Trust will not retaliate against you for filing a complaint.
- **Request limits on the information the Trust uses or shares.** You can ask the Trust not to use or share certain health information for treatment, payment, or operations. However, the Trust is not required to agree to your request and may say "no" if it would affect your care.
- **Request access to your health information in an electronic format.**
- **Receive notice of a breach of unsecured protected health information if it affects you.**
- **Receive a paper copy of this Notice at any time, even if you have agreed to receive this Notice electronically.**

More information about these rights and how you may exercise them is below.

## Changes in the Trust's Privacy

## Practices

The Trust has the right to change its privacy practices and revise this Notice as described below.

## Contact Information

If you have any questions or concerns about the Trust's privacy practices, or about this Notice, or if you wish to obtain additional information about the Trust's privacy practices, please contact:

**HIPAA Privacy Officer**  
**Oregon Homecare Workers Supplemental Trust**  
**Carewell SEIU 503**  
**PO Box 94253**  
**Seattle, WA 98124-6553**

DETAILED NOTICE OF THE TRUST'S  
PRIVACY POLICIES

## The Trust's Uses and Disclosures

Except as described in this section, as provided for by federal privacy law, or as you have otherwise authorized, the Trust uses and discloses your health information only for the administration of the Trust and the processing of your benefits. The Trust will not use or share your information other than as described here unless you authorize otherwise in writing. You may change your mind at any time by notifying the Trust in writing.

## Uses and Disclosures for Treatment, Payment, and Healthcare



### Operations.

We typically use or share your health information in the following ways:

- 1. To help manage the healthcare treatment you receive.** Although the Trust does not anticipate making disclosures “for treatment,” if necessary, the Trust may make such disclosures without your authorization. For example, the Trust may disclose your health information to a healthcare provider to assist the provider in treating you.
- 2. To Pay for Health Services.** The Trust may use and disclose your health information so that claims for treatment, services, and supplies that you receive from healthcare providers can be paid according to the Trust’s program of benefits. For example, the Trust may share your enrollment, eligibility, and claims information with the Trust’s claim processors, so that they may process your claims. The Trust may use or disclose your health information to healthcare providers to notify them as to whether certain health benefits are covered. The Trust may also disclose your health information to other insurers or benefit plans to coordinate payment of your healthcare claims with others who may be responsible for certain costs. In addition, the Trust may disclose your health information to claims auditors to review billing practices of healthcare providers, and to verify the appropriateness of claims payment.

- 3. For Trust Operations and Plan Administration.** The Trust may use and disclose your health information to enable it

to operate efficiently and in the best interests of its participants. For example, the Trust may disclose your health information to actuaries and accountants for business planning purposes or to attorneys who are providing legal services to the Trust.

### Uses and Disclosures to Business Associates

The Trust shares health information about you with its “business associates,” which are third parties that assist the Trust in its operations. The Trust discloses information, without your authorization, to its business associates for treatment, payment, and healthcare operations. For example, the Trust shares your health information with the Trust’s claim processors so that they may process your claims. The Trust may disclose your health information to auditors, actuaries, accountants, and attorneys as described above, and the Trust may provide names and address information to mailing services. In addition, if you are a non-English speaking participant who has questions about a claim, the Trust may disclose your health information to a translator.

The Plan enters into agreements with its business associates to protect the privacy of your health information.

### Uses and Disclosures to Plan Sponsor

The Trust may disclose your health information without your authorization to the Plan Sponsor, which is the Trust’s Board of



Trustees, for plan administration purposes, such as performing quality assurance functions and evaluating overall funding of the Trust. The Trust may also disclose your health information to the Plan Sponsor for purposes of hearing and deciding your appeals. Before any health information is disclosed to the Plan Sponsor, the Plan Sponsor will certify to the Trust that it will protect your health information and that it has included language in the Trust rules to reflect its obligation to protect the privacy of your health information.

## Other Uses and Disclosures that May Be Made Without Your Authorization

As described below, the federal health privacy law provides for specific uses or disclosures that the Trust may make without your authorization.

**1. Required by Law.** Your health information may be used or disclosed as required by law. For example, your health information may be disclosed for the following purposes:

- **For judicial and administrative proceedings pursuant to court or administrative order, legal process, and/or authority.**
- **To report information related to victims of abuse, neglect, or domestic violence.**
- **To assist law enforcement officials in their law enforcement duties.**
- **To notify the appropriate authorities of a breach of unsecured health information.**

**2. Health and Safety.** Your health information may be disclosed to avert a serious threat to the health or safety of you or any other person. Your health information may also be disclosed for public health activities, such as preventing or controlling disease, injury, or disability, and to meet the reporting and tracking requirements of governmental agencies, such as the U.S. Food and Drug Administration.

**3. Government Functions.** Your health information may be disclosed to the government for specialized government functions, such as intelligence, national security activities, security clearance activities, and protection of public officials. Your health information also may be disclosed to health oversight agencies for audits, investigations, licensure, and other oversight activities.

**4. Active Members of the Military and Veterans.** Your health information may be used or disclosed in order to comply with laws and regulations related to military service or veterans affairs.

**5. Workers' Compensation.** Your health information may be used or disclosed in order to comply with laws and regulations related to Workers' Compensation benefits.

**6. Emergency Situations.** Your health information may be used or disclosed to a family member or close personal 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.

**7. Others Involved in Your Care.** Under limited circumstances, your health information may be disclosed to a family member, close personal friend, or others whom the Trust has verified are directly involved in your care (for example, if you are seriously injured and unable to communicate with the Trust). Also, upon request, the Trust may advise a family member or close personal friend about your general condition, location (such as in the hospital), or death. If you do not want this information to be shared, you may request that these disclosures be restricted as outlined later in this Notice.

**8. Personal Representatives.** Your health information may be disclosed to people whom you have authorized to act on your behalf or people who have a legal right to act on your behalf. Examples of personal representatives are parents for unemancipated minors and those who have Power of Attorney for adults.

**9. Treatment and Health-Related Benefits Information.** The Trust and its business associates may contact you to provide information about treatment alternatives or other health-related benefits and services that may interest you, including, for example, alternative treatment, services, and medication.

**10. Research.** Under certain circumstances, your health information may be used or disclosed for research purposes as long as

the procedures required by law to protect the privacy of the research data are followed.

**11. Organ, Eye, and Tissue Donation.** If you are an organ donor, your health information may be used or disclosed to an organ donor or procurement organization to facilitate an organ or tissue donation or transplantation.

**12. Deceased Individuals.** The health information of a deceased individual may be disclosed to coroners, medical examiners, and funeral directors so that those professionals may perform their duties.

### Uses and Disclosures for Fundraising and Marketing Purposes

The Trust and its business associates do not use or sell your health information for fundraising or marketing purposes.

### Other Uses and Disclosures Require Your Express Authorization

Uses and disclosures of your health information other than those described above will be made only with your express written authorization. You may revoke your authorization to use or disclose your health information in writing. If you do so, the Trust will not use or disclose your health information as authorized by the revoked authorization, except to the extent that the Trust has already relied on your authorization. Once your health information has been disclosed pursuant to your authorization, the federal privacy

law protections may no longer apply to the disclosed health information and that information may be re-disclosed by the recipient without your knowledge or authorization.

## Your Health Information Rights

You have the following rights regarding your health information that the Trust creates, collects, and maintains. If you are required to submit a written request related to these rights, as described herein, you should address such requests to:

**HIPAA Privacy Officer**  
**Oregon Homecare Workers Supplemental Trust**  
**Carewell SEIU 503**  
**PO Box 94253**  
**Seattle, WA 98124-6553**

## Right to Inspect and Copy Health Information

You have the right to inspect and obtain a copy of your health record. Your health record includes, among other things, health information about your plan eligibility, plan coverages, claim records, and billing records. For health records that the Trust keeps in electronic form, you may request to receive the records in an electronic format.

To inspect and copy your health record, submit a written request to the HIPAA Privacy Officer. Upon receipt of your request, the Trust will send you a Claims History Report, which is a summary of your claims history that covers the previous 2 years. If

you have been eligible for benefits for less than 2 years, then the Claims History Report will cover the entire period of your coverage.

If you do not agree to receive a Claims History Report, and instead want to inspect and/or obtain a copy of some or all of your underlying claims record, which includes information such as your actual claims and your eligibility/enrollment card and is not limited to a 2-year period, please state that in your written request and that request will be accommodated. If you request a paper copy of your underlying health record or a portion of your health record, the Trust will charge you a fee of \$0.25 per page for the cost of copying and mailing the response to your request. Records provided in electronic format also may be subject to a small charge.

In certain limited circumstances, the Trust may deny your request to inspect and copy your health record. If the Trust does so, it will inform you in writing. In certain instances, if you are denied access to your health record, you may request a review of the denial.

## Right to Request that Your Health Information be Amended

You have the right to request that your health information be amended if you believe the information is incorrect or incomplete.

To request an amendment, submit a detailed written request to the HIPAA Privacy Officer. This request must provide the reason(s) that support your request. The Trust may deny your request if it is not in writing, it does not



provide a reason in support of the request, or if you have asked to amend information that:

- **Was not created by or for the Trust, unless you provide the Trust with information that the person or entity that created the information is no longer available to make the amendment;**
- **Is not part of the health information maintained by or for the Trust;**
- **Is not part of the health record information that you would be permitted to inspect and copy; or**
- **Is accurate and complete.**

The Trust will notify you in writing as to whether it accepts or denies your request for an amendment to your health information. If the Trust denies your request, it will explain how you can continue to pursue the denied amendment.

### Right to an Accounting of Disclosures

You have the right to receive a written accounting of disclosures. The accounting is a list of disclosures of your health information by the Trust to others. The accounting covers up to 6 years prior to the date of your request. If you want an accounting that covers a time period of less than 6 years, please state that in your written request for an accounting.

To request an accounting of disclosures, submit a written request to the HIPAA Privacy Officer. In response to your request for an accounting of disclosures, the Trust

may provide you with a list of business associates who make such disclosures on behalf of the Trust, along with contact information so that you may request the accounting directly from each business associate. The first accounting that you request within a 12-month period will be free. For additional accountings in a 12-month period, you will be charged for the cost of providing the accounting, but the Trust will notify you of the cost involved before processing the accounting so that you can decide whether to withdraw your request before any costs are incurred.

### Right to Request Restrictions

You have the right to request restrictions on your healthcare information that the Trust uses or discloses about you to carry out treatment, payment, or healthcare operations. You also have the right to request restrictions on your health information that the Trust discloses to someone who is involved in your care or the payment for your care, such as a family member or friend. The Trust is generally not required to agree to your request for such restrictions, and the Trust may terminate its agreement to the restrictions you requested. The Trust 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.

To request restrictions, submit a written request to the HIPAA Privacy Officer that explains what information you seek to limit,

and how and/or to whom you would like the limit(s) to apply. The Trust will notify you in writing as to whether it agrees to your request for restrictions, and when it terminates agreement to any restriction.

## **Right to Request Communications by Alternative Means or at Alternative Location**

You have the right to request that your health information be communicated to you in confidence by alternative means or in an alternative location. For example, you may ask that you be contacted only at work or by mail, or that you be provided with access to your health information at a specific location.

To request communications by alternative means or at an alternative location, submit a written request to the HIPAA Privacy Officer. Your written request should state the reason(s) for your request, and the alternative means by or location at which you would like to receive your health information. If appropriate, your request should state that the disclosure of all or part of the information by non-confidential communications could endanger you. Reasonable requests will be accommodated to the extent possible, and you will be notified appropriately.

## **Right to Complain**

You have the right to complain to the Trust and to the Department of Health and Human Services if you believe your privacy rights have been violated. To file a complaint with the Trust, submit a written complaint to the

HIPAA Privacy Officer listed above.

You will not be retaliated against or discriminated against and no services, payment, or privileges will be withheld from you because you file a complaint with the Trust or with the Department of Health and Human Services.

## **Right to Paper Copy of Notice**

You have the right to a paper copy of this Notice. To make such a request, submit a written request to the HIPAA Privacy Officer listed above. You may also obtain a copy by submitting a written request to:

**HIPAA Privacy Officer**  
**Oregon Homecare Workers Supplemental Trust**  
**Carewell SEIU 503**  
**PO Box 94253**  
**Seattle, WA 98124-6553**

## **Right to Receive Notice of a Breach**

You will be notified promptly if your health information has been breached. 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 the 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.

### Changes in Trust's Privacy Policies

The Trust reserves the right to change its privacy practices and make the new practices effective for health information that it maintains, including health information that it created or received prior to the effective date of the change and health information it may receive in the future. If the Trust materially changes any of its privacy practices, it will revise this Notice and provide you with the revised Notice, either by U.S. Mail or email, within 60 days of the revision. In addition, copies of the revised Notice will be made available to you upon your written request and will be made available for review at the Trust Office.

### Effective Date

This Notice was first effective on July 24, 2023. This Notice will remain in effect unless and until the Trust publishes a revised Notice.









Carewell  
SEIU503