COBRA CONTINUATION COVERAGE RIGHTS

This notice contains important information about your rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") to a temporary extension of coverage under the Plan. COBRA requires that the Plan offer eligible participants and their eligible dependents the opportunity to pay for a temporary extension of health coverage at group rates in instances where coverage under the Plan would otherwise end, in accordance with the provisions of federal law.

If you, your spouse and/or your Dependent child(ren) are covered under the Plan, you and/or your spouse or children can continue coverage for a time if coverage ends, or if the amount of the premium that you are required to pay to maintain coverage increases, for one of several reasons (called "Qualifying Events"), even if you or they are already covered by another group health plan or Medicare.

As explained more fully in your summary plan description ("SPD"), in certain circumstances, you and your family members, if applicable. may instead elect to spend down your account until the account balance is zero. Please refer to your SPD for more information.

A. Right to Elect COBRA Continuation Coverage

1. Participant's Rights

If any of the following events result in a loss of eligibility or an increase in co-payment, the Participant can elect to continue his or her current coverage under the Plan:

a. termination of employment (other than for gross misconduct)
b. reduction in hours of employment

2. Spouse's Rights

The dependent spouse of an eligible participant will have the right to continue his or her current coverage if he or she loses coverage under the Plan or experiences an increase in co-payments for any of the following reasons:

a. the death of the participant
b. termination of the participant's employment (other than for gross misconduct) or reduction in the participant's hours of employment
c. divorce or legal separation from the participant, or
d. the participant becomes eligible for Medicare

3. Dependent Children's Rights

The dependent child of a participant will have the right to continue his or her current coverage if he or she loses eligibility under the Plan for any of the following reasons:

a. the death of the participant
b. termination of the participant's employment (other than for gross misconduct) or reduction in the participant's hours of employment
c. divorce or legal separation of the participant
d. the participant becomes eligible for Medicare, or
e. the dependent child ceases to satisfy the Fund's eligibility rules

4. Retiree's Rights

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a Qualifying Event. If a proceeding in bankruptcy is filed with respect to the employer for whom a retiree worked while covered as an active employee under the Fund and that bankruptcy results in the loss of retiree health coverage under the Fund, the retiree will become a qualified beneficiary with respect to the bankruptcy. The retiree's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Fund.

Individuals in any of the above categories who are eligible for COBRA coverage under the Fund are called "qualified beneficiaries."

5. Who May Elect COBRA Continuation Coverage

Coverage may be continued for any eligible dependent who is properly enrolled on the day before the event resulting in loss of eligibility (listed above). Each eligible dependent has the independent right to elect or reject COBRA continuation coverage. The participant may elect coverage on behalf of his or her spouse and family members. An election on behalf of a dependent child can be made by the child's parent or legal guardian.

If one of the Qualifying Events listed above occurs and you and/or your dependent(s) do not elect COBRA Coverage or, if applicable, do not elect to continue your coverage at a higher premium, you and/or your dependent's health coverage under the Plan will end.

6. Newborn or Adopted Children

If you have a child born, or if a child is placed for adoption with you, during a period of COBRA coverage, you may elect COBRA continuation coverage for that child for the remainder of your COBRA coverage period provided you enroll the child in accordance with the Fund's rules. Coverage for the newborn or adopted child will continue for the same time as coverage for dependent children who were properly enrolled in the Fund on the day before the Qualifying Event. Newborn or adopted children added to your COBRA coverage also become qualified beneficiaries.

B. Length of COBRA Coverage

1. General Length of Coverage

Coverage may continue under COBRA as follows:

a. Coverage for you and your dependent(@) may be continued for up to 18 months, if coverage is terminated due to the participant's:
   i. termination of employment (other than for gross misconduct); or
   ii. reduced work hours

b. Coverage for your eligible dependent(s) may be continued up to a maximum of 36 months, if coverage is terminated due to:
   i. the participant's death;
   ii. the participant's divorce or legal separation; or
   iii. a dependent child's ceasing to satisfy the Fund's rules for dependent status.
   iv. the participant becomes entitled to Medicare benefits (under Part A, Part B, or both)

c. If a participant becomes entitled to Medicare, and within 18 months of becoming entitled to Medicare, he/she becomes entitled to COBRA due to termination of employment (other than for gross misconduct) or reduction in work hours, coverage for the participant's dependent may be continued for up to **36** months from the date the participant became entitled to Medicare.

2. Extension of Coverage - Second Qualifying Event

If you become eligible for COBRA Continuation Coverage, the 18-month coverage period may be extended for your spouse or beneficiaries for an additional 18 months if a second qualifying event occurs within the 18-month period of COBRA Continuation Coverage. However, in no event will COBRA Continuation Coverage extend beyond 36 months. Such second qualifying events include the death of the participant, divorce or separation from the participant, the participant's becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child's ceasing to be eligible for coverage as a dependent under the Fund. However, these events are second qualifying events only if they would have caused the qualified beneficiary to lose coverage under the Fund if the first qualifying event had not occurred. You must notify the Fund Office in writing and in accordance with the notification procedures described below in order to extend the period of continuing coverage.

3. Extension of Coverage - Disability Extension

If you become eligible for COBRA Continuation Coverage, the 18-month COBRA Continuation Coverage period may be extended an additional 11 months if you or your

dependent are determined to be disabled by the Social Security Administration ("SSA") as of or during the first 60 days of COBRA Continuation Coverage. The extended COBRA Continuation Coverage period applies to you and your dependents, regardless of which of you is disabled. You must notify the Fund Office in writing and in accordance with the notification procedures described below in order to extend the period of continuing coverage. If, during the initial 18-month period, the Social Security Administration determines that the person is no longer disabled, the 11-month extension does not apply. If the Social Security Administration determines that the person is no longer disabled after the initial 18-month period, the period of continuation coverage ends with the first month that begins more than 30 days after the date of the Social Security Administration's determination, provided the period of continuation coverage does not exceed 29 months.

C. Notification Requirements

The Fund will offer COBRA coverage to qualified beneficiaries only after the Fund has been timely notified of the occurrence of a Qualifying Event.

1. Employer Notices and Procedures

The participating employer must notify the Fund, in writing, within 30 days of the participant's death, termination of the participant's employment, reduction in working hours, the participant's entitlement to Medicare, or the participating employer's initiation of bankruptcy proceedings. The participating employer's failure to provide timely notice may subject the participating employer to federal excise taxes.

2. Participant and Dependent Notices and Procedures

The participant or eligible dependent must inform the Fund Office in writing, within 60 days of the following Qualifying Events in order to maintain the right to COBRA Coverage: divorce or legal separation of a participant, or a dependent child's loss of dependent status as defined by the Fund. Both the Participant and the affected dependent are jointly responsible for this notice. If you or your dependent fail to give written notice to the Fund Office within the required sixty days, the affected person will lose the right to COBRA Coverage.

All notifications under COBRA must comply with these provisions. Notice should be mailed or hand delivered to USW Benefit Funds, 1101 Kermit Drive, Ste. 800, Nashville, TN 37217.

The written notice of a Qualifying Event must include the following information: name and address of affected participant and/or beneficiary, participant's Social Security number, date of occurrence of the Qualifying Event, and the nature of the Qualifying Event. In addition, you must enclose evidence of the occurrence of the Qualifying Event (for example, a copy of: divorce decree, separation agreement, death certificate, dependent's birth certificate). Once the Fund receives timely notification that a Qualifying Event has occurred, COBRA coverage will be offered to the participant and dependents, as applicable.

3. Notice of Second Qualifying Event or Disability

Participants and beneficiaries covered under COBRA Continuation Coverage must provide notice of a second Qualifying Event or Disability to the Fund within 60 days of the date of occurrence of the second Qualifying Event or the date of disability determination, and before the end of the 18-month COBRA Continuation Coverage period. The written notice must conform to the requirements for providing notices in the section titled "Participant and Dependent Notices." The notice must include evidence of the second Qualifying Event or disability (for example, a copy of the: divorce decree, separation agreement, death certificate, Medicare eligibility/enrollment, dependent's birth certificate, SSA disability determination).

Failure to provide the Fund notice of a disability or second qualifying event within 60 days will result in the loss of the right to extend coverage.

4. Financial Responsibility for Failure to Give Notice

If a participant or dependent does not give written notice within sixty days of the date of the Qualifying Event, or a participating employer within thirty days of the Qualifying Event, and as a result, the Plan pays a claim for a person whose coverage terminated due to a Qualifying Event, then that person or the participating employer, as applicable, must reimburse the Plan for any claims that should not have been paid. If the person fails to reimburse the Plan, then all amounts due may be deducted from other benefits payable on behalf of that individual or on behalf of the Participant, if the person was his or her dependent.

In addition, you or your eligible dependent must notify the Fund Office immediately if you become covered by any other plan of group health benefits whether through your employment or your spouse's employment or otherwise. You must repay the Fund for any claims paid in error as a result of your failure to notify the Fund Office of any other health coverage.

5. Notice of Change of Participant's and Dependent's Address

It is crucial that participants and beneficiaries keep the Fund informed of their current addresses. If you or a covered family member experience a change of address, immediately inform the Fund Office.

6. Fund's Notice of COBRA Rights

Within 15 days of receiving notice of any of these events, the Fund Office will notify the participant or eligible dependent of the right to continue coverage. The participant or eligible dependent must elect COBRA continuation coverage within 60 days of the date that coverage would otherwise end, or if later, within 60 days from the date that the Fund Office first send notice of the right to elect COBRA continuation coverage to the participant or eligible dependent. This election must be made in writing and returned to

the Fund Office within the 60 day election period. Failure to notify the Fund on time will result in forfeiture of COBRA rights.

D. Termination of COBRA Coverage

Continuation coverage will terminate on the *first* of the following dates:

1. The date a required premium is due and is not paid on time.
2. The date you or your eligible dependent becomes covered by another group health plan (as an employee or otherwise) that does not contain any pre-existing exclusion or limitation affecting you or your eligible dependent. This includes coverage under a spouse's plan or, in the case of children, coverage under another parent's plan. You or your dependent must notify the Fund Office when you or your dependent become covered under another group health plan.
3. You or your dependent become entitled to Medicare benefits. This does not apply in situations where the "Qualifying Event" is the participating employer's bankruptcy proceeding under the United States Bankruptcy Code.
4. The Fund terminates or no longer provides group health plan coverage for similarly situated participants or dependents.
5. The date the applicable period of continuation coverage is exhausted.
6. The first month that begins more than 30 days after the date of the Social Security Administration's determination that you or your eligible dependent is no longer disabled, in situations where coverage was being extended for 11 months, provided the period of continuation coverage does not exceed 29 months.
7. If your participating employer stops participating in the Plan, your continuation coverage will end on the date your employer establishes a new plan, or joins an existing plan, that makes health coverage available to a class of employees formerly covered under this Plan.

E. Benefits Under COBRA Coverage

Under COBRA, the participant or eligible dependent continues coverage. You may only elect to continue benefits that were already in place at the time of the event resulting in the loss of eligibility. Only those services which would otherwise have been payable under the Plan will be payable under COBRA. If your former employer alters the level of benefits provided through the Fund to similarly situated employees, your coverage also will change.

F. Cost of COBRA Coverage and Payment

1. Cost

The cost that you must pay to continue benefits is 102% of the cost of coverage, as determined annually by the Fund. The cost will be specified in the notice of right to elect continuation of coverage sent to you by the Fund Office. However, the COBRA

premium for the 11-month disability extension period (if applicable) is increased to 150% of the cost of coverage. If your former participating employer alters the level of benefits provided through the Fund to similarly situated active employees, your coverage and cost also will change.

The Trustees will determine the premium for the continued coverage. The premium will not necessarily be the same as the amount of the monthly contribution that a participating employer makes on behalf of a covered employee. The premium will be fixed, in advance, for a 12-month period. The COBRA premium will be changed at the same time every year for all COBRA beneficiaries, therefore, the premium may change every year for an individual beneficiary before he or she has received 12 months of COBRA coverage.

2. Payment of Premiums

The initial payment must be made either at the time of the election or within 45 days of the election. The initial payment must include retroactive payments to the date of loss of eligibility. Ongoing payments are due on the first of each month for which coverage is to be continued. However, you will have grace period of 30 days after the first of the month in which to make a payment. For example, if you want coverage for October, payment is due on October 1 but must be made no later than October 31st**.** If you fail to make your premium payment within 30 days of the due date, COBRA coverage is terminated. Payment must actually be received by the Fund Office within the 30 day grace period to be timely. It is not enough to have your payment postmarked by the 30th day.

You will not be billed; it is your responsibility to remit payments to the Fund Office. Late payments will result in termination of coverage.

Claims incurred following the date of the event that resulted in the loss of eligibility, but before the eligible participant or dependent has elected continuation coverage, will be held until the election has been made and premiums have been paid in full. If the participant or eligible dependent does not make a timely election and pay the premiums, no Fund coverage will be provided. Coverage under this Plan will remain in effect only while the monthly premiums are paid fully and on time.

G. Other

1. Trade Act Rights

The Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance and for certain retired employees who are receiving pension payments from the Pension Benefit Guaranty Corporation ("PBGC") (eligible individuals). Under these tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including COBRA continuation coverage. If you have questions about these tax provisions, you may call Health Coverage Tax Credit Customer Contact Center toll-free 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282. More

information about the Trade Act is also available at www.doleta.nov/tradeact/2002_act index.asp. This program is offered by the federal government and the Fund Office has no role in its administration.

2. Other Rights

This notice describes your rights under COBRA it is not intended to describe all of the rights available under ERISA, the Health Insurance Portability and Accountability Act (HIPAA), the Trade Act of 2002, and other laws.

3. Contact for Additional Information

If you have questions or wish to request additional information about COBRA coverage or the health plan, please contact the Fund Office as follows:

USW Benefit Funds
1101 Kermit Drive, Ste. 800
Nashville, TN 37217
1-800-251-4107
www.uswbenefitfunds.com

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

Effective Date of Notice
September 23, 2013

The USW HRA Fund (the "Fund") is required to take reasonable steps to ensure the privacy of your personally identifiable health information in accordance with the privacy provisions contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations ("federal health privacy law"). In addition, the Fund must inform you about:

1. the Fund's uses and disclosures of Protected Health Information ("PHI");
2. the Fund's duties with respect to your PHI;
3. your rights with respect to your PHI;
4. your right to file a complaint with the Fund and the Secretary of the U.S. Department of Health and Human Services;
5. the identity of the person to contact for additional information about the Fund's privacy practices.

PHI includes all individually identifiable health information that is transmitted or maintained by the Fund, or on behalf of the Fund, in connection with the benefits available under the Fund's plan of benefits, regardless of whether the information is transmitted or maintained orally, on paper or through electronic medium (such as e-mail).

USES AND DISCLOSURES OF PHI MADE WITHOUT YOUR CONSENT

The Fund uses PHI to determine your eligibility for benefits, to process and pay your health benefits claims, and to administer its operations. The Fund may disclose your PHI to insurers, third party administrators, and health care providers for treatment, payment or other health care operations purposes. The Fund may also disclose your PHI to other third parties that assist the Fund in its operations, to government and law enforcement agencies, to your family members, and to certain other persons or entities. Under certain circumstances, the Fund will only use or disclose your health information pursuant to your written authorization. In other cases, your authorization is not needed. The details of the Fund's uses and disclosures of your health information are described below.

Uses and Disclosures to the Plan Sponsor

The Fund may disclose your PHI to the Fund's Board of Trustees as the Plan Sponsor, to enable the Fund to administer the Fund. Such disclosures may be made without your authorization. The Fund's governing documents have been amended to reflect the Board of Trustees' obligation to protect the privacy of your health information and the Board of Trustees has certified that it will protect any PHI it receives in accordance with federal law.

Uses and Disclosures to Business Associates

The Fund shares PHI with its "business associates," which are third parties that assist the Fund in its operations such as preferred provider networks and prescription benefit program managers. The Fund enters into agreements with its business associates so that the privacy of your health information will be protected by them. A business associate must have any agent or subcontractor to whom the business associate provides your PHI agree to the same restrictions and conditions that apply to the business associate. The Fund is permitted to disclose PHI to its business associates for treatment, payment and health care operations without your authorization as described below.

Uses and Disclosures for Treatment, Payment, and Health Care Operations

The Fund and its business associates will use and disclose PHI without your authorization for treatment, payment and health care operations as described below.

For Treatment. The Fund currently provides benefits through a health reimbursement arrangement and, as such, the Fund does not anticipate making disclosures of PHI related to your health care treatment. However, if applicable and if necessary, such disclosures may be made without your authorization. For example, the Fund may disclose the name of a treating specialist to your treating physician to assist your treating physician in obtaining records from the specialist.

For Payment. The Fund may use and disclose PHI so that your claims for health care treatment, services and supplies can be paid in accordance with the Fund's plan of benefits. For example, the Fund may tell a doctor what portion of your medical bill will be paid by the Fund.

For Health Care Operations. The Fund may use and disclose PHI to enable it to operate efficiently including quality assessment and improvement, legal services and auditing functions, business planning and general administrative activities. For example, the Fund may disclose PHI to its actuaries and accountants for benefit planning purposes.

Other Uses and Disclosures That May Be Made Without Your Authorization

In addition to the uses and disclosures of PHI described above for treatment, payment or health care operations as described below, the federal health privacy law provides for specific uses or disclosures that the Fund may make without your authorization.

Required by Law. PHI may be used or disclosed for judicial and administrative proceedings pursuant to court or administrative order, legal process and authority; to report information related to victims of abuse, neglect, or domestic violence, or to assist law enforcement officials in their law enforcement duties, or to notify the appropriate authorities of a breach of unsecured PHI.

Health and Safety. PHI may be disclosed to avert a serious threat to the health or safety of you or any other person. PHI also may 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 Food and Drug Administration.

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

Active Members of the Military and Veterans. PHI may be used or disclosed in order to comply with laws and regulations related to military service or veterans' affairs.

Workers' Compensation. PHI may be used or disclosed in order to comply with laws and regulations related to Workers' Compensation benefits.

Research. Under certain circumstances, PHI 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.

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

Treatment and Health Related Benefits Information. The Fund or 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 or medication.

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

Emergency Situations. PHI 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.

Others Involved In Your Care. Under limited circumstances, your PHI may be used or disclosed to a family member, close personal friend, or others whom the Fund has verified are directly involved in your care. For example, this may occur if you are seriously injured and unable to discuss your case with the Fund. Also, upon request, the Fund may advise a family member or close personal friend about (1) your general condition, (2) your location, such as " in the hospital," or (3) your death, if the Fund has this type of information. 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.

Personal Representatives. Your health information may be disclosed to people that 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 people who have Power of Attorney for adults.

USES AND DISCLOSURES OF PHI FOR FUNDRAISING AND MARKETING PURPOSES

The Fund and its Business Associates do not use your health information for fundraising or marketing purposes.

USES AND DISCLOSURES OF PHI PURSUANT TO YOUR AUTHORIZATION

Uses and disclosures of your PHI ***other than*** those described above will be made only with your express written authorization. You may revoke your authorization at any time, provided you do so in writing. If you revoke a written authorization to use or disclose PHI, the Fund will not use or disclose your PHI, except to the extent that the Fund already relied on your authorization. Once your PHI 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 PHI may be disclosed to people that 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.

YOUR RIGHTS WITH RESPECT TO YOUR PHI

You have the following rights regarding your PHI that the Fund creates, collects and maintains.

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 eligibility and coverage under the Fund's plan of benefits as well as claims and billing records. For health records that the Fund keeps in electronic form, you may request to receive the records in an electronic format. To inspect or to obtain a copy of your health record, submit a written request to the Fund's HIPAA Privacy Officer identified below. (See page 6). For a paper copy of your health records, the Fund may charge a reasonable fee based on the cost for copying and mailing records associated with your request. Records provided in electronic format may also be subject to a small charge. In certain limited circumstances, the Fund may deny your request to inspect and copy your health record. This denial will be provided in writing and will set forth the reasons for the denial and will describe how you may appeal the Fund's decision.

Right to Request That Your Health Information Be Amended

You have the right to request that your PHI be amended if you believe the information is incorrect or incomplete. To request an amendment, submit a detailed written request to the Fund's HIPAA Privacy Officer identified below. The Fund may deny your request if it is not made in writing, if it does not provide a basis in support of the request, or if you have asked to amend information that (1) was not created by or for the Fund, unless you provide the Fund with information that the person or entity that created the information is no longer available to make the amendment, (2) is not part of the heath information maintained by or for the Fund, (3) is not part of the health record information that you are permitted to inspect and copy, or (4) is accurate and complete.

If the Fund denies your request, it will explain the basis for the denial in writing. You may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of PHI.

Right to an Accounting of Disclosures

You have the right to receive a written accounting of disclosures by the Fund of your PHI made during the six years prior to the date of your request. To request an accounting of disclosures, submit a written request to the Fund's HIPAA Privacy Officer identified below. In response to your request for an accounting of disclosures, the Fund may provide you with a list of its business associates who make such disclosures on behalf of the Fund, along with contact information so that you may request the accounting directly from each business associate.

If you request more than one accounting within a 12-month period, the Fund will charge a reasonable fee based on the cost for each subsequent accounting. The Fund 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 that the Fund restrict the use and disclosure of your PHI. However, the Fund is not generally required to agree to your request for such restrictions, and the Fund may terminate a prior agreement to the restrictions you requested. The Fund is required to agree to your request for restrictions in the case of a disclosure for payment purposes where you have paid the health care provider in full, out of pocket. To request restrictions on the use and

disclosure of your PHI, submit a written request to the Fund's HIPAA Privacy Officer identified below. (See page 6).

Your request must explain what information you seek to limit, and how and/or to whom you would like the limit(s) to apply. The Fund will notify you in writing as to whether it agrees to your request for restrictions, and when it terminates any agreement with respect to any restriction.

Right to Request Confidential Communications, or Communications by Alternative Means or at an Alternative Location

You have the right to request that your PHI 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 PHI at a specific location.

To request communications by alternative means or at an alternative location, submit a written request to the Fund's HIPAA Privacy Officer identified below. Your written request should state the reason 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 Fund and to the Department of Health and Human Services if you believe your privacy rights have been violated. To file a complaint with the Fund, submit a written complaint to the Fund's HIPAA Privacy Officer identified below.

The Fund will not retaliate or discriminate against you and no services, payment, or privileges will be withheld from you because you file a complaint with the Fund or with the Department of Health and Human Services.

Right to a Paper Copy of this Notice

If the Fund maintains a web site that provides information about the Fund's benefits, this Notice will be prominently posted on the web site and made available electronically through the web site. However, you have the right to a paper copy of this Notice. To make such a request, submit a written request to the Fund's HIPAA Privacy Officer identified below.

Right to Receive Notice of a Breach of Your PHI

You will be notified if your PHI has been breached. You will be notified by first class mail within 60 days of the event. A breach occurs when there has been an unauthorized use or disclosure under HIPAA that compromises the privacy or security of protected health information. The notice will provide you with the following information: (1) a brief description of what happened, including the date of the breach and the date of 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 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.

Contact Information

If you have any questions or concerns about the Fund's privacy practices, or about this Notice, or if you wish to obtain additional information about the Fund's privacy practices or if you wish to exercise one of the rights described above with respect to your PHI, please contact:

HIPAA Privacy Officer
USW HRA Fund
1101 Kermit Drive, Ste. 800
Nashville, TN 37217
1-800-474-8673

CHANGES IN THE FUND'S PRIVACY POLICIES

The Fund reserves the right to change its privacy practices and make the new practices effective for all PHI that it maintains, including PHI that it created or received prior to the effective date of the change and PHI it may receive in the future. If the Fund materially changes any of its privacy practices, it will revise its Notice and provide you with the revised Notice, by U.S. mail, within sixty days of the revision. In addition, copies of the revised Notice will be made available to you upon your written request.