

Amendment No. 10 to the 2020 Summary Plan Description and Plan Document of the NECA-IBEW Welfare Trust Fund

WHEREAS, the Board of Trustees of the NECA-IBEW Welfare Trust Fund (“Fund”) may, pursuant to the terms of the Summary Plan Description and Plan Document (“SPD”), amend the SPD.

NOW, THEREFORE, the Trustees amend the 2020 SPD as follows:

1. Effective October 26, 2023, a new section of the SPD entitled “HIPAA Privacy and Security Rule Compliance” is added after the section entitled “Important Information About the Fund” and before the section entitled “ERISA Rights” and such new section shall read as follows:

HIPAA Privacy and Security Rule Compliance

HIPAA Privacy Rule

A. Plan's Designation of Person/Entity to Act on its Behalf

The Plan has determined that it is a "group health plan" within the meaning of the HIPAA Privacy Rule, and the Plan designates the Plan Sponsor, the Board of Trustees, to take all actions required to be taken by the Plan in connection with the Privacy Rule (*e.g., entering into Business Associate contracts; accepting certification from the Plan Sponsor*). Such responsibility may be delegated by the Board of Trustees to the Plan's Administrator.

B. Definitions

All terms defined in the Privacy Rule shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth in this Section.

1. "Plan" means this Plan.
2. "Plan Documents" mean the Plan's governing documents and instruments (*i.e., the documents under which the Plan was established and is maintained*), including but not limited to this SPD.
3. "Plan Sponsor" means "plan sponsor" as defined at §3(16)(B) of ERISA, 29 U.S.C. §1002(16)(B). The Plan Sponsor is the Board of Trustees of this Plan.

C. The Plan's Disclosure of Protected Health Information to the Plan Sponsor - Required Certification of Compliance by Plan Sponsor

Except as provided below with respect to the Plan's disclosure of summary health information, the Plan will: (i) disclose Protected Health Information to the Plan Sponsor or (ii) provide for or permit the disclosure of Protected Health Information to the Plan Sponsor with respect to the Plan, only if the Plan has received a certification (signed on behalf of the Plan Sponsor) that:

1. The Plan Documents have been amended to establish the permitted and required uses and disclosures of such information by the Plan Sponsor, consistent with 42 CFR Sec. 164.504 (the "504" provisions);
2. The Plan Documents have been amended to incorporate the Plan provisions set forth in this Section; and
3. The Plan Sponsor agrees to comply with the Plan provisions as modified by this Section.

D. Permitted Disclosure of Individuals' Protected Health Information to the Plan Sponsor

1. The Plan (and any Business Associate acting on behalf of the Plan, or any health insurance issuer, HMO, PPO, health care provider, etc., as applicable, servicing the Plan) will disclose individuals' Protected Health Information to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administration functions. Such disclosure will be consistent with the provisions of this Section.
2. All disclosures of the Protected Health Information of the Plan's individuals by the Plan's Business Associate, health insurance issuer, HMO, PPO, health care provider, etc., as applicable, to the Plan Sponsor will comply with the restrictions and requirements set forth in this Section and in the "504" provisions.
3. The Plan (and any Business Associate acting on behalf of the Plan), may not permit a health insurance issuer, HMO, PPO, health care provider, etc., as applicable, to disclose individuals' Protected Health Information to the Plan Sponsor for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, unless authorized by the individual or as allowed by law.
4. The Plan Sponsor will not use or further disclose individuals' Protected Health Information other than as described in the Plan Documents and permitted by the "504" provisions.
5. The Plan Sponsor will ensure that any agent(s), including a subcontractor, to whom it provides individuals' Protected Health Information received from the Plan (or from the Plan's health insurance issuer, HMO, PPO, health care provider, etc., as applicable), agrees to the same restrictions and conditions

that apply to the Plan Sponsor with respect to such Protected Health Information.

6. The Plan Sponsor will not use or disclose individuals' Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, unless authorized by the individual or as allowed by law.
7. The Plan Sponsor will report to the Plan any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, of which the Plan Sponsor becomes aware.

E. Disclosure of Individuals' Protected Health Information - Disclosure by the Plan Sponsor

1. The Plan Sponsor will make the Protected Health Information of the individual who is the subject of the Protected Health Information available to such individual in accordance with 45 C.F.R. §164.524.
2. The Plan Sponsor will make individuals' Protected Health Information available for amendment and incorporate any amendments to individuals' Protected Health Information in accordance with 45 C.F.R. §164.526.
3. The Plan Sponsor will make and maintain an accounting so that it can make available those disclosures of individuals' Protected Health Information that it must account for in accordance with 45 C.F.R. §164.528.
4. The Plan Sponsor will make its internal practices, books and records relating to the use and disclosure of individuals' Protected Health Information received from the Plan available to the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Privacy Rule.
5. The Plan Sponsor will, if feasible, return or destroy all individuals' Protected Health Information received from the Plan (or a health insurance issuer, HMO, PPO, health care provider, etc., as applicable, with respect to the Plan) that the Plan Sponsor still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Plan Sponsor will not retain copies of such Protected Health Information after such information is no longer needed for the purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
6. The Plan Sponsor will ensure that the required adequate separation, described in paragraph F. below, is established and maintained.

F. Required Separation between the Plan and the Plan Sponsor

1. In accordance with the "504" provisions, this Section describes the employees or classes of employees of workforce members under the control of the Plan Sponsor who may be given access to individuals' Protected Health Information received from the Plan or from a health insurance issuer, HMO, PPO, etc., as applicable, servicing the Plan.
 - a. Plan's Administrator
 - b. Claims Supervisors, Processors and clerical support staff designated by the Plan's Administrator
 - c. Information Technology Personnel
2. This list reflects the employees, classes of employees, or other workforce members of the Plan Sponsor who receive individuals' Protected Health Information relating to payment, health care operations of, or other matters pertaining to Plan administration functions that the Plan Sponsor provides for the Plan. These individuals will have access to individuals' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Plan Sponsor) for any use or disclosure of individuals' Protected Health Information in violation of, or noncompliance with, the provisions of this Amendment.
3. The Plan Sponsor will promptly report any such breach, violation, or noncompliance to the Plan and will cooperate with the Plan to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any harmful effect of the violation or noncompliance.

HIPAA Security Rule

Under federal law, health plans, including this Plan, must comply with the HIPAA Security Rule ("Security Rule") concerning the security of Electronic Protected Health Information (also known as "e-PHI"). This Plan has taken the necessary steps to achieve such compliance.

The Security Rule also requires the Plan to be amended in certain regards. The following portion of this Section is intended to bring the Plan into compliance with the requirements of 45 C.F.R. 164.314(b)(1) and (2) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, 45 C.F.R. parts 160, 162 and 164 ("Security Rule") by establishing the Plan Sponsor's (the Board of Trustees) obligations with respect to the security of Electronic Protected Health Information. The obligations set forth below are effective on April 21, 2005:

A. Plan's Designation Of Person/Entity To Act On Its Behalf

The Plan has determined that it is a "group health plan" within the meaning of the Security Rule, and the Plan designates the Plan Sponsor, the Board of Trustees, to take all actions required to be taken by the Plan in connection with the Security Rule (*e.g., entering into Business Associate contracts, etc.*). Such responsibility may be delegated by the Board of Trustees to the Plan's Administrator.

B. Definitions

All terms defined in the Security Rule shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth in this Section.

1. "Plan" means this Plan.
2. "Plan Documents" mean the Plan's governing documents and instruments (*i.e., the documents under which the Plan was established and is maintained*), including but not limited to this SPD.
3. "Plan Sponsor" means "plan sponsor" as defined at section 3(16)(B) of ERISA, 29 U.S.C. 1002(16)(B). The Plan Sponsor is the Board of Trustees of this Plan.
4. "Electronic Protected Health Information" (or "e-PHI") shall have meaning as set forth in 45 C.F.R. 160.103, as amended from time to time, and generally means protected health information ("PHI") that is transmitted or maintained in Electronic Media.
5. "Electronic Media" shall mean:
 - (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (b) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

6. "Security Incident" shall have the meaning set forth in 45 C.F.R 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use disclosure, modification, or destruction of information or interference with systems operations in an information system.


C. Plan Sponsor Obligations

Where Electronic Protected Health Information will be created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan, the Plan Sponsor shall reasonably safeguard the Electronic Protected Health Information as follows:

1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
2. Ensure that the adequate separation required by Section 164.504(f)(2)(iii) of the HIPAA Privacy Rule is supported by reasonable and appropriate security measures;
3. Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
4. Report to the Plan any successful security incident of which it becomes aware within a reasonable time thereafter and report any unsuccessful security incidents quarterly or as such other times as mutually agreed upon between the Plan Sponsor and the Plan.

IN WITNESS WHEREOF, as authorized by the Board of Trustees, this Amendment No. 10 to the Fund's Summary Plan Description and Plan Document, 2020 Edition, is adopted on the 26th day of October, 2023.

The Board of Trustees, by:

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Chairman

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Secretary