

Customer Contact _____
Customer Name _____
Address _____
Address Line 2 _____
City, State, Zip _____

Dear Customer Contact: _____

The purpose of this letter is to provide you with information on the Health Insurance Portability and Accountability Act (HIPAA) compliance within MetLife Group Benefits, and to share some information that may assist you in your own HIPAA activities.

MetLife has been involved in HIPAA implementation since 2001 and takes the business of protecting the privacy and security of PHI seriously. In fact, MetLife has been continuously involved in implementing and monitoring specific HIPAA requirements relating to privacy, Electronic Data Interchange (EDI), security, and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

As you may know, in addition to affecting health care providers and clearinghouses, HIPAA also imposes requirements on health plans, including employer sponsored ERISA group health plans, and indirectly on plan sponsors. Some of the pertinent HIPAA requirements of which you should be aware are listed below.

Note: MetLife provides this information as part of our dedication to customer service, but we may not give legal advice. Please be sure to consult your legal advisor for questions concerning the status and obligations of your group _____ under HIPAA, other HIPAA issues, as well as the use of any plan amendment language or plan sponsor certification.

First, a few terms you will need to know:

- Plan Sponsor – is the employer or other entity that establishes or maintains a group health plan on behalf of plan participants.
- Group Health Plan – refers to a group employee welfare benefit plan in which the employer or association purchases health insurance from a commercial insurer in order to provide coverage for its employees or association members which, in turn, provides, or pays for the cost of medical care¹. *For example, your MetLife Dental or Vision plan.*
- Protected Health Information (PHI) - individually identifiable information, which relates to past, present, or future health, provision of healthcare to the individual, or payment for health care services.

HIPAA Notice of Privacy Practices

Since your MetLife _____ coverage is fully insured, MetLife is preparing to distribute HIPAA privacy notices to each of your employees who has Dental and/or Vision coverage in line with HIPAA requirements.

¹ “Medical care” as defined in section 2791 (a) (2) of the PHS Act, 42 U.S.C. 300gg-91 (a) (2)

HIPAA Certification Requirements and Options

Under HIPAA privacy requirements, an employer's group health plan may not disclose individually identifiable information that is classified as "protected health information" (PHI) under HIPAA or permit an insurer to disclose PHI to the plan sponsor unless the plan sponsor (1) amends its plan documents to incorporate specified HIPAA safeguards, and (2) signs a written certification to the group health plan stating that it has done so.

- If your group health plan (*i.e. MetLife Dental or Vision plan*) does not share PHI with the plan sponsor and does not permit the insurer to disclose PHI to the plan sponsor, these requirements may not apply.
- If PHI will be shared with or disclosed to the plan sponsor as noted above, then MetLife will need customers to indicate that they are in compliance with the above HIPAA requirements before we can disclose PHI to them in any format. *Customers will be able to do this by choosing one of the two options listed here:*
 1. **Submitting a HIPAA Plan Sponsor Certification:** If you have already amended your plan documents to include HIPAA language required to permit disclosure of PHI to the plan sponsor, you can provide a copy of the signed *HIPAA Plan Sponsor Certification Form* – sample attached.
 2. **Completing the HIPAA Request Form:** Customers may choose to use a MetLife booklet certificate of insurance as their summary plan description (SPD), which for some customers may also serve as their plan document. In those circumstances, if PHI is disclosed to the plan sponsor as noted above, then you may decide that you want us to issue your booklet certificate with the HIPAA language to reflect your decision to incorporate HIPAA language in your plan document. **Note:** If the MetLife certificate of insurance does not serve as the plan document, and if PHI is to be shared or disclosed with the plan sponsor, the customer must complete and sign a *HIPAA Plan Sponsor Certification* and return it to us as noted above.

Other HIPAA Requirements

In addition to those noted above, HIPAA contains many other requirements that certain group health plans are required to follow and of which you should be aware. These may include appointing a privacy official, taking appropriate steps to implement specific HIPAA requirements to safeguard the privacy of PHI, developing policies and procedures, training employees, and documentation. These are also items that you should discuss with your legal counsel.

MetLife is committed to keeping customers informed on HIPAA issues. Should you require additional information, please do not hesitate to contact us.

Sincerely,

Account Contact Name _____

Account Contact Title _____

Account Contact Phone Number _____

Attachments:

Sample HIPAA Plan Sponsor Certification

Sample HIPAA Certificate Language with HIPAA Request Form

HIPAA Privacy Notice

Option 1: Sample HIPAA Plan Sponsor Certification Form

Please read the following carefully:

The sample certification below should be reviewed by a customer's own legal advisor. MetLife does not make any representation as to the suitability of the sample certification for a particular plan. The sample is merely informational. If appropriate, the following may be copied to the Plan Sponsor's company letterhead for signature and submission.

{Customer Name} (the "Plan Sponsor"), as sponsor of a Dental and/or Vision benefit plan (the "Plan"), by affixing an authorized signature hereto, hereby certifies that it has amended documents of the Plan to incorporate the provisions set forth below and will continue to conduct its relevant operations pursuant thereto. Plan Sponsor's authorized signature also certifies that the Plan amendment incorporating such provisions became effective *{Effective Date of Amendment}*. Plan Sponsor understands that this certification is required by the Plan as part of its compliance with privacy regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Provisions incorporated by the Plan amendment effective *{Effective Date of Amendment}* are as follows:

1. Any protected health information, as defined under HIPAA's privacy regulations, that is received by the Plan Sponsor, from the Plan or from an insurer or claim administrator ("Plan PHI"), shall not be used or further disclosed other than as permitted or required by the Plan documents or as required by law.
2. The Plan Sponsor shall ensure that any agents to whom the Plan Sponsor provides Plan PHI agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information.
3. The Plan Sponsor shall not use or disclose Plan PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan.
4. The Plan Sponsor shall report to the Plan any use or disclosure of the Plan PHI that is inconsistent with the uses or disclosures provided for in the Plan documents.
5. The Plan Sponsor shall provide individuals with access to, amendment of, and an accounting of disclosures of their Plan PHI in accordance with the respective HIPAA privacy regulation provisions governing such access, amendment and accounting as set forth at 45 CFR 164.524 through 164.528.
6. The Plan Sponsor shall make its internal practices, books, and records relating to its use or disclosure of Plan PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine the Plan's compliance with 45 CFR Part 164, Subpart E of HIPAA.
7. The Plan Sponsor agrees that when it no longer needs the Plan PHI for the purposes for which it was received, it will, if feasible, return or destroy the Plan PHI it maintains in any form and retain no copies. If such return or destruction is not feasible, the Plan Sponsor shall limit the further use and disclosure of the Plan PHI to those purposes that make return or destruction infeasible.
8. The Plan Sponsor shall ensure that adequate separation will be maintained between the Plan and the Plan Sponsor and has provided elsewhere in its Plan documents provisions describing persons or classes of persons employed or otherwise under the control of the Plan Sponsor who have access to Plan PHI, restricting such persons' access and use of Plan PHI to "plan administration functions" as defined in HIPAA's privacy regulations, and providing an effective mechanism for resolving issues of noncompliance by such persons with provisions of the Plan documents governing the use and disclosure of Plan PHI.

I *{Insert Name of Signatory}*, duly authorized by *{Customer Name}* and as an officer of same, by affixing my authorized signature hereto, hereby certify on behalf of the Plan Sponsor, that it has amended documents of the Plan to incorporate the provisions set forth above and will continue to conduct its relevant operations pursuant thereto. My authorized signature for the Plan Sponsor also certifies that the Plan amendment incorporating such provisions became effective *{Effective Date of Amendment}* and that the Plan Sponsor understands that this certification is required by the Plan as part of its compliance with privacy regulations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Customer Name _____

By _____

Dated _____

Print Name _____

Title _____

Option 2: Sample HIPAA Plan Document Privacy & Security Language

Please read the following carefully:

The language below is an example of the language that may be incorporated into the MetLife booklet certificate if the Plan Sponsor elects to use the certificate as their summary plan description by completing the HIPAA Request Form. The textual framework is consistent with the requirements of 45 CFR §§ 164.314(b) and 164.504(f) for plan documents of an ERISA-regulated and MetLife insured group Dental and/or Vision plan which may provide the plan sponsor with protected health information (PHI). PHI, as defined in regulations under the Health Insurance Portability and Accountability Act and with respect to a MetLife insured Dental and/or Vision plan, generally consists of individually identifiable information about Plan participants or their dependents, including health and demographic information that relates to their eligibility for Dental and/or Vision benefits under the Plan.

Notwithstanding any other Plan provision in this or other sections of this Plan, the Plan will operate in accordance with the HIPAA privacy laws and regulations as set forth in 45 CFR Parts 160 and 164, and as they may be amended ("HIPAA") with respect to protected health information ("PHI") as that term is defined therein. The Plan Administrator and/or his or her designee retain full discretion in interpreting these rules and applying them to specific situations. All such decisions shall be given full deference unless the decision is determined to be arbitrary and capricious.

The term "Plan Sponsor" means *[for a single employer or single union fill in the name of the employer or union that establishes and maintains the plan; for a plan established or maintained by multiple employers, multiple unions, or by a combination of employer(s) and union(s) fill in the name of the association, committee, joint board of trustees, or other similar group of representatives of the parties that established and are maintaining the employee benefit plan].*

The term "Plan Administrator" means the *[entity designated as Plan Administrator by the plan documents pursuant to which the plan is operated. If a Plan Administrator is not designated by the plan documents, the Plan Sponsor shall be deemed to be the Plan Administrator].*

I. Permitted Uses and Disclosures of PHI by the Plan and the Plan Sponsor

The Plan and the Plan Sponsor are permitted to use and disclose PHI for the following purposes, to the extent they are not inconsistent with HIPAA:

- For general plan administration, including policyholder service functions, enrollment and eligibility functions, reporting functions, auditing functions, financial and billing functions, to assist in the administration of a consumer dispute or inquiry, and any other authorized insurance or benefit function.
- As required for computer programming, consulting or other work done in respect to the computer programs or systems utilized by the Plan.
- Other uses relating to plan administration, which are approved in writing by the Plan Administrator or Plan Privacy Officer.
- At the request of an individual, to assist in resolving an individual's benefit or claim issues.

II. Uses and Disclosures of PHI by the Plan and the Plan Sponsor for Required Purposes

The Plan and Plan Sponsor may use or disclose PHI for the following required purposes:

- Judicial and administrative proceedings, in response to lawfully executed process such as a court order or subpoena.
- For public health and health oversight activities and other governmental activities accompanied by lawfully executed process.
- As otherwise may be required by law.

III. Sharing of PHI with the Plan Sponsor

As a condition of the Plan Sponsor receiving PHI from the Plan, the Plan Documents are hereby amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Not use or further disclose PHI other than as permitted or required by the plan documents in Sections I and II above.
- Ensure that any agents to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor.
- Not use or disclose PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- Report to the Plan any use or disclosure of PHI that is inconsistent with the permitted uses or disclosures of which it becomes aware.
- Make PHI available to Plan participants for the purposes of the rights of access and inspection, amendment, and accounting of disclosures required by HIPAA.
- Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with HIPAA.
- If feasible, return or destroy all PHI received from the Plan that the sponsor still maintains in any form and retain no copies when no longer needed for the purpose for which disclosure was made, except that, if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- Ensure adequate separation between the Plan and Plan Sponsor in accordance with the following requirements:
 - (A) Employees to be Given Access to PHI: The following employees (*or class of employees*) of the Plan Sponsor are the only individuals that may access PHI provided by the Plan:
Job titles provided on the HIPAA Request Form will display here
 - (B) Restriction to Plan Administration Functions: The access to and use of PHI by the employees of the Plan Sponsor designated above will be limited to plan administration functions that the Plan Sponsor performs for the Plan.
 - (C) Mechanism for Resolving issues of Noncompliance: If the Plan Administrator [***or Privacy Officer****] determines that an employee of the Plan Sponsor designated above has acted in noncompliance with the plan document provisions outlined above, then the Plan Administrator [***or Privacy Officer****] shall take or seek to have taken appropriate disciplinary action with respect to that employee, up to and including termination of employment as appropriate. The Plan Administrator [***or Privacy Officer****] shall also document the facts of the violation, actions that have been taken to discipline the offending party and the steps taken to prevent future violations.
- Certify to the Plan, prior to the Plan permitting disclosure of PHI to the Plan Sponsor, that the Plan Documents have been amended to incorporate the provisions of this Section III.

IV. Participants' Rights*

Participants and their covered dependents will have the rights set forth in the Plan's or its Dental and/or Vision insurer's HIPAA Notice of Privacy Practices for Protected Health Information and any other rights and protections required under HIPAA. The Notice may periodically be revised by the Plan or its Dental and/or Vision insurer.

V. Privacy Complaints/Issues*

All complaints or issues raised by Plan participants or their covered dependents in respect to the use of their PHI must be submitted in writing to the Plan Administrator **[or the Plan's appointed Privacy Officer*]**. A response will be made within 30 days of the receipt of the written complaint. In the event more time is required to resolve any issues, this period can be extended to 90 days. The affected participant must receive written notice of the extension and the resolution of their complaint. The Plan Administrator **[or Privacy Officer*]** shall have full discretion in resolving the complaint and making any required interpretations and factual determinations. The decision of the Plan Administrator **[or Privacy Officer*]** shall be final and be given full deference by all parties.

VI. Security

As a condition of the Plan Sponsor receiving electronic PHI ("ePHI") from the Plan, the Plan Documents have been amended to incorporate the following provisions, under which the Plan Sponsor agrees to:

- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- Ensure that the adequate separation between the Plan and the Plan Sponsor, which is required by the applicable section(s) of the Plan relating to the sharing of PHI with the Plan Sponsor, is supported by reasonable and appropriate security measures;
- Ensure that any agent to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect the information; and
- Report to the Plan any security incident of which it becomes aware. In this context, the term "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in information systems such as hardware, software, information, data, applications, communications, and people.

*** The term "Privacy Officer", the Participants Rights, and the Privacy Complaints/ Issues sections are optional. Please be sure to consult your legal advisor to determine if this information should be included in your booklet certificate. The Plan Sponsor must provide their elections using the HIPAA Request Form.**



HIPAA Notice of Privacy Practices for Protected Health Information

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.

Dear MetLife Customer:

This is your Health Information Privacy Notice from Metropolitan Life Insurance Company or a member of the MetLife, Inc. family of companies, which includes SafeGuard Health Plans, Inc., SafeHealth Life Insurance Company, and Delaware American Life Insurance Company (collectively, “**MetLife**”). **Please read it carefully.** You have received this notice because of your Dental, Vision, Long-Term Care, Cancer and Specified Disease Expense Insurance, or Health coverage with us (your “**Coverage**”). MetLife strongly believes in protecting the confidentiality and security of information we collect about you. This notice refers to MetLife by using the terms “us,” “we,” or “our.”

This notice describes how we protect the personal health information we have about you which relates to your MetLife Coverage (“**Protected Health Information**” or “**PHI**”), and how we may use and disclose this information. PHI includes individually identifiable information which relates to your past, present or future health, treatment or payment for health care services. This notice also describes your rights with respect to the PHI and how you can exercise those rights.

We are required to provide this notice to you by the Health Insurance Portability and Accountability Act (“**HIPAA**”). For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please see the privacy notices contained at our website, www.metlife.com. You may submit questions to us there or you may write to us directly at MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902.

NOTICE SUMMARY

The following is a brief summary of the topics covered in this HIPAA notice. Please refer to the full notice below for details.

As allowed by law, we may **use** and **disclose** PHI to:

- make, receive, or collect payments;
- conduct health care operations;
- administer benefits by sharing PHI with affiliates and Business Associates;
- assist plan sponsors in administering their plans; and
- inform persons who may be involved in or paying for another’s health care.

In addition, we may use or disclose PHI:

- where required by law or for public health activities;
- to avert a serious threat to health or safety;
- for health-related benefits or services;
- for law enforcement or specific government functions;
- when requested as part of a regulatory or legal proceeding; and
- to provide information about deceased persons to coroners, medical examiners, or funeral directors.

You have the right to:

- receive a copy of this notice;
- inspect and copy your PHI, or receive a copy of your PHI;
- amend your PHI if you believe the information is incorrect;
- obtain a list of disclosures we made about you (except for treatment, payment, or health care operations);

- ask us to restrict the information we share for treatment, payment, or health care operations;
- request that we communicate with you in a confidential manner; and
- complain to us or the U.S. Department of Health and Human Services if you believe your privacy rights have been violated.

We are required by law to:

- maintain the privacy of PHI;
- provide this notice of our legal duties and privacy practices with respect to PHI;
- notify affected individuals following a breach of unsecured PHI; and
- follow the terms of this notice.

NOTICE DETAILS

We **protect** your PHI from inappropriate use or disclosure. Our employees, and those of companies that help us service your MetLife Coverage, are required to comply with our requirements that protect the confidentiality of PHI. They may look at your PHI only when there is an appropriate reason to do so, such as to administer our products or services.

Except in the case of Long-Term Care Coverage, we will **not use or disclose** PHI that is genetic information for underwriting purposes. For example, we will not use information from a genetic test (such as DNA or RNA analysis) of an individual or an individual's family members to determine eligibility, premiums or contribution amounts under your Coverage.

We will **not sell or disclose** your PHI to any other company for their use in marketing their products to you. However, as described below, we will use and disclose PHI about you for business purposes relating to your Coverage.

The main reasons we may **use and disclose** your PHI are to evaluate and process any requests for coverage and claims for benefits you may make or in connection with other health-related benefits or services that may be of interest to you. The following describe these and other uses and disclosures.

- **For Payment:** We may use and disclose PHI to pay benefits under your Coverage. For example, we may review PHI contained in claims to reimburse providers for services rendered. We may also disclose PHI to other insurance carriers to coordinate benefits with respect to a particular claim. Additionally, we may disclose PHI to a health plan or an administrator of an employee welfare benefit plan for various payment-related functions, such as eligibility determination, audit and review, or to assist you with your inquiries or disputes.

- **For Health Care Operations:** We may also use and disclose PHI for our insurance operations. These purposes include evaluating a request for our products or services, administering those products or services, and processing transactions requested by you.

- **To Affiliates and Business Associates:** We may disclose PHI to Affiliates and to business associates outside of the MetLife family of companies if they need to receive PHI to provide a service to us and will agree to abide by specific HIPAA rules relating to the protection of PHI. Examples of business associates are: billing companies, data processing companies, companies that provide general administrative services, health information organizations, e-prescribing gateways, or personal health record vendors that provide services to covered entities. PHI may be disclosed to reinsurers for underwriting, audit or claim review reasons. PHI may also be disclosed as part of a potential merger or acquisition involving our business in order that the parties to the transaction may make an informed business decision.

- **To Plan Sponsors:** We may disclose summary health information such as claims history or claims expenses to a plan sponsor to enable it to obtain premium bids from health plans, or to modify, amend or terminate a group health plan. We may also disclose PHI to a plan sponsor to help administer its plan if the plan sponsor agrees to restrict its use and disclosure of PHI in accordance with federal law.

- **To Individuals Involved in Your Care:** We may disclose your PHI to a family member or other individual who is involved in your health care or payment of your health care. For example, we may disclose PHI to a covered family member whom you have authorized to contact us regarding payment of a claim.

- **Where Required by Law or for Public Health Activities:** We disclose PHI when required by federal, state or local law. Examples of such mandatory disclosures include notifying state or local health authorities regarding particular communicable diseases, or providing PHI to a governmental agency or regulator with health care oversight responsibilities.

- **To Avert a Serious Threat to Health or Safety:** We may disclose PHI to avert a serious threat to someone's health or safety. We may also disclose PHI to federal, state or local agencies engaged in disaster relief, as well as to private disaster relief or disaster assistance agencies to allow such entities to carry out their responsibilities in specific disaster situations.

- **For Health-Related Benefits or Services:** We may use your PHI to provide you with information about benefits available to you under your current coverage or policy and, in limited situations, about health-related products or services that may be of

interest to you. However, we will not send marketing communications to you in exchange for financial remuneration from a third party without your authorization.

- **For Law Enforcement or Specific Government Functions:** We may disclose PHI in response to a request by a law enforcement official made through a court order, subpoena, warrant, summons or similar process. We may disclose PHI about you to federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

- **When Requested as Part of a Regulatory or Legal Proceeding:** If you or your estate are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process, but only if efforts have been made to tell you about the request or to obtain an order protecting the PHI requested. We may disclose PHI to any governmental agency or regulator with whom you have filed a complaint or as part of a regulatory agency examination.

- **PHI about Deceased Individuals:** We may release PHI to a coroner or medical examiner to assist in identifying a deceased individual or to determine the cause of death. In addition, we may disclose a deceased's person's PHI to a family member or individual involved in the care or payment for care of the deceased person unless doing so is inconsistent with any prior expressed preference of the deceased person which is known to us.

- **Other Uses of PHI:** Other uses and disclosures of PHI not covered by this notice and permitted by the laws that apply to us will be made only with your written authorization or that of your legal representative. If we are authorized to use or disclose PHI about you, you or your legally authorized representative may revoke that authorization in writing at any time, except to the extent that we have taken action relying on the authorization or if the authorization was obtained as a condition of obtaining your Coverage. You should understand that we will not be able to take back any disclosures we have already made with authorization.

Your Rights Regarding Protected Health Information That We Maintain About You

The following are your various rights as a consumer under HIPAA concerning your PHI. Should you have questions about or wish to exercise a specific right, please contact us in writing at the applicable Contact Address listed on the last page.

- **Right to Inspect and Copy Your PHI:** In most cases, you have the right to inspect and obtain a

copy of the PHI that we maintain about you. If we maintain the requested PHI electronically, you may ask us to provide you with the PHI in electronic format, if readily producible; or, if not, in a readable electronic form and format agreed to by you and us. To receive a copy of your PHI, you may be charged a fee for the costs of copying, mailing, electronic media, or other supplies associated with your request. You may also direct us to send the PHI you have requested to another person designated by you, so long as your request is in writing and clearly identifies the designated individual. However, certain types of PHI will not be made available for inspection and copying. This includes psychotherapy notes or PHI collected by us in connection with, or in reasonable anticipation of, any claim or legal proceeding. In very limited circumstances, we may deny your request to inspect and obtain a copy of your PHI. If we do, you may request that the denial be reviewed. The review will be conducted by an individual chosen by us who was not involved in the original decision to deny your request. We will comply with the outcome of that review.

- **Right to Amend Your PHI:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must specify the reason for your request. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that:

- is accurate and complete;
- was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment;
- is not part of the PHI kept by or for us; or
- is not part of the PHI which you would be permitted to inspect and copy.

- **Right to a List of Disclosures:** You have the right to request a list of the disclosures we have made of your PHI. This list will not include disclosures made for treatment, payment, health care operations, purposes of national security, to law enforcement, to corrections personnel, pursuant to your authorization, or directly to you. To request this list, you must submit your request in writing. Your request must state the time period for which you want to receive a list of disclosures. You may only request an accounting of disclosures for a period of time less than six years prior to the date of your request. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. We may charge you for responding to any additional requests. We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any cost.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on PHI we

use or disclose about you for treatment, payment, or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, **we are not required to agree to it.** If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing *and* specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **Contact Addresses:** If you have any questions about a specific individual right or you want to exercise one of your individual rights, please submit your request in writing to the address below which applies to your Coverage:

MetLife or SafeGuard Dental & Vision
P.O. Box 14587
Lexington, KY 40512-4587

MetLife LTC Privacy Coordinator
1300 Hall Boulevard, 3rd Floor
Bloomfield, CT 06002

Delaware American Life Insurance Company
MetLife Worldwide Benefits
P.O. Box 1449
Wilmington, DE 19899-1449

Cancer and Specified Disease Expense Insurance
c/o Bay Bridge Administrators, LLC
P.O. Box 161690
Austin, TX 78716

- **Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, please contact MetLife, Americas – U.S. HIPAA Privacy Office, P.O. Box 902, New York, NY 10159-0902. All complaints must be submitted in writing. You will not be penalized for filing a complaint. If you have questions as to how to file a complaint, please contact us at telephone number (212) 578-0299 or at HIPAAprivacyAmericasUS@metlife.com.

ADDITIONAL INFORMATION

Changes to This Notice: We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for PHI we already have about you, as well as any PHI we receive in the future. The effective date of this notice and any revised or changed notice may be found on the last page, on the bottom right-hand corner of the notice. You will receive a copy of any revised notice from MetLife by mail or by e-mail, if e-mail delivery is offered by MetLife and you agree to such delivery.

Further Information: You may have additional rights under other applicable laws. For additional information regarding our HIPAA Medical Information Privacy Policy or our general privacy policies, please e-mail us at HIPAAprivacyAmericasUS@metlife.com or call us at telephone number (212) 578-0299, or write us at:

MetLife, Americas
U.S. HIPAA Privacy Office
P.O. Box 902
New York, NY 10159-0902

HIPAA Request Form

Please answer the following questions, sign, and return this form to MetLife.

- I am an authorized representative of the MetLife Customer named below. I have reviewed the attached HIPAA plan document privacy and security language, and request that MetLife print our booklet certificate(s) with the language to reflect Customer's decision to incorporate HIPAA privacy and security language in its plan documents.

If you checked the above box, you **must** provide the following information:

1. For Section III A., please provide the title(s) or other identifiers of any employees of the Plan Sponsor that may access PHI (*Protected Health Information*) provided by the Plan (*ex. HR Representative, Benefits Manager, etc.*)

Personal names and the title "Broker" cannot be used in this section.

2. Should the term "Privacy Officer" be included in Section I "Permitted Uses and Disclosures of PHI by the Plan and the Plan Sponsor" and Section III. (C) "Sharing of PHI with the Plan Sponsor" of the Dental and/or Vision Plan Document?

Yes No

3. Should Section IV. "Participant's Rights" be included in the Dental and/or Vision Plan Document?

Yes No

4. Should Section V. "Privacy Complaints/Issues" be included in the Dental and/or Vision Plan Document?

Yes No

Customer Name _____

Customer Number _____

Signed _____ Date _____

Printed Name _____