

HIPAA Business Associate Agreement

This Agreement is made between METROPOLITAN LIFE INSURANCE COMPANY (“MetLife”) and the party identified below as the producer (“Producer”).

WHEREAS, MetLife and Producer have one or more agreements in place (collectively, the “Contract”) whereby Producer agreed to provide certain services for MetLife which may involve the use and/or disclosure of Customer Information and Protected Health Information (“PHI”) as defined below, and whereby Producer may have access to certain information about individuals who have applied for or are covered by an insurance product underwritten by MetLife; and

WHEREAS, MetLife and Producer desire to protect the confidentiality of any Customer Information or PHI disclosed to Producer pursuant to the Contract and to satisfy requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”),

NOW, THEREFORE, MetLife and Producer hereby agree as follows:

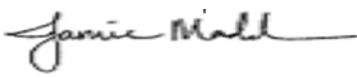
1. Capitalized terms not defined herein that are defined in the Contract shall have the meanings ascribed to them in the Contract.
2. Producer agrees to treat all information about individuals who enroll, apply for or purchase MetLife’s products or services that Producer may have or may obtain in connection with its obligations under the Contract (“Customer Information”) as confidential. Customer Information may include, but is not limited to, an individual’s name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by MetLife, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secure manner.
3. PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or past, present, or future payment for the provision of health care to the individual. MetLife and Producer understand that this definition of PHI includes demographic information about the individual, including names; geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; Medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.
4. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to the Contract and to satisfy requirements of HIPAA, MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to the Contract, including PHI received or created prior to the effective date of the Contract (“MetLife PHI”): (a) the obligations regarding MetLife PHI contained in this Agreement shall be in addition to any other obligations contained in the Contract that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to the Contract; (c) Producer shall use appropriate safeguards to prevent use or disclosure of MetLife PHI; (d) MetLife and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of MetLife PHI; (e) Producer shall promptly report to MetLife any use or disclosure of MetLife PHI not permitted by this Agreement of which it becomes aware; (f) Producer shall ensure that any Agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with the Contract and to whom Producer provides MetLife PHI or who uses MetLife PHI has been approved by MetLife in writing and agrees to the same restrictions and conditions that apply to Producer

with respect to MetLife PHI pursuant to this Agreement; (g) within thirty (30) days of MetLife’s request, Producer shall provide to MetLife any MetLife PHI or information relating to MetLife PHI as deemed necessary by MetLife to comply with its obligations under HIPAA to provide individuals with access to, amendment of, and an accounting of disclosures of their MetLife PHI, and Producer agrees to incorporate any amendments of the MetLife PHI as requested by MetLife; (h) Producer agrees to make its internal practices, books, and records relating to its use or disclosure of MetLife PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine MetLife’s compliance; (i) Producer agrees that upon termination of the Contract it will, if feasible, return or destroy all MetLife PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, Producer agrees to extend the protections of this Agreement to the MetLife PHI beyond the termination of the Contract and for as long as Producer has MetLife PHI, and further agrees that any further use or disclosure of the MetLife PHI will be solely for the purposes that make return or destruction infeasible; (j) Producer agrees that it will not disclose MetLife PHI, other than enrollment information, to an employer or plan sponsor, unless the employer or plan sponsor has taken the steps required by HIPAA to permit disclosure to the employer or plan sponsor; (k) Producer may use or disclose MetLife PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, and only to the extent that such use or disclosure complies with any applicable HIPAA requirements relating to uses and disclosures required by law; and (l) Producer shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic MetLife PHI that Producer creates, receives, maintains, or transmits on behalf of MetLife; (2) ensure that any agent of Producer, including any subcontractor or Producer affiliate to whom Producer provides electronic MetLife PHI, agrees to implement reasonable and appropriate safeguards to protect electronic MetLife PHI; and (3) report to MetLife any security incident related to electronic MetLife PHI of which Producer becomes aware.

5. Producer agrees and acknowledges that it is directly subject to HIPAA as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. Producer agrees that it will: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder MetLife's ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (c) notify MetLife within five (5) business days of discovering a “breach” as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: securitybreach@metlife.com
6. In the event Producer learns of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of its obligations relating to PHI under Producer and subcontractor’s agreement, Producer will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Producer will terminate the agreement with its subcontractor, if feasible, or, if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services (“HHS”).
7. If Producer conducts in whole or part electronic transactions on behalf of MetLife for which HHS has established standards, Producer will comply, and will require any subcontractor, vendor, or agent it involves with the conduct of electronic transactions to comply, with each applicable requirement of the Electronic Transactions Rule at 45 C.F.R. Part 162.

Metropolitan Life Insurance Company

Producer / Agency

By: 

Printed Name: Jamie Madden

Title: VP Distribution Development

Date: September 4, 2019

Printed Name: _____

Signature: _____

SSN / TIN: _____

Date: _____