

Agreement Letter Regarding Release of Confidential Health Data by Aetna

Dear Valued Customer:

We are pleased to provide administrative services for the _____
Customer Name

("you" or "your") self-funded health and/or disability benefits plans (the "Plan(s)"). In the course of this business relationship, you may from time to time request Aetna Life Insurance Company and/or its affiliates (collectively, "Aetna") to release to you, the Plan(s), your Stop Loss carrier, and/or another third party, certain information (the "Information") concerning the benefits delivered to individuals covered under one or more of the Plan(s). Because the Information may contain confidential member health data, Aetna requires that you sign this letter before we release the Information to you, the Plan(s), your Stop Loss carrier, and/or another third party. If you are requesting that Aetna release Information directly to a third party other than the Plan(s), or a Stop Loss carrier on your behalf, Aetna will require the third party to sign a separate agreement.

By signing below, and in consideration of Aetna's agreement to disclose the Information and any other good and valid consideration, you agree that you will only request the minimum amount of Information necessary to administer the Plan(s) and/or Stop Loss insurance policy. You also represent that you have informed enrollees that Information may be disclosed to third parties in connection with plan administration, through executed enrollment forms, or in another manner which satisfies applicable law. You acknowledge that the Information should be treated as confidential and you agree: (1) except as otherwise permitted by law, the Information will be used solely for the purpose of administering the Plan(s) (including, without limitation, Stop Loss policies purchased by you in connection with the Plan(s)); (2) to comply with all applicable federal and state laws restricting access, use, or disclosure or redisclosure of the Information, including, without limitation, the "plan sponsor disclosure" rules of the HIPAA Privacy Regulations (45 C.F.R. 164.504(f)), as applicable (effective April 14, 2003); and (3) to ensure that any and all third parties to whom Aetna discloses the Information at your request comply with these obligations. Under no circumstances shall you use the Information for any employment-related actions or decisions, except with the express, written authorization of the relevant employees, consistent with applicable law.

Provided we follow your instructions, you further agree to indemnify, defend and hold Aetna and its directors, officers, employees, agents and other representatives (collectively, "Aetna's Related Parties") harmless against any legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including, without limitation, reasonable attorneys' fees and costs, that Aetna or Aetna's Related Parties may incur arising out of or relating to (i) the disclosure of the Information to you, your Stop Loss carrier, or any other third party to whom we are asked by you to release the Information, or (ii) any subsequent use or

redisclosure of the Information by you, your Stop Loss carrier, or your designated third party recipient.

Finally, you agree that this agreement will apply to any Information disclosed by Aetna to you, your Stop Loss carrier, or an additional third party at your direction, even after termination of any relationship between you and Aetna. This agreement may be modified or terminated only if you and Aetna specifically agree to such modification or termination in writing.

Thank you for your cooperation in this matter.



Diane F. McCammon
Chief Privacy Officer
Aetna Life Insurance Company

By signing below, I represent that I am authorized to sign this agreement on behalf of the Plan Sponsor identified above.

Signature

Title

Name (Printed)

Date

Customer Number