

## Plan Sponsor Letter Agreement (“PSLA”)

### *(Release of Confidential Health Data by Aetna)*

Dear Valued Customer:

We are pleased to provide insurance benefits or administrative services for the

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Customer Name

(“you” or “your”) health 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 request that Aetna release Information directly to a third party other than the Plan(s) on your behalf, Aetna will require that you sign a letter providing direction to Aetna, which must also be signed by the third party.

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 (1) hereby attest that the Plan is a Covered Entity, as defined under HIPAA Privacy Rules CFR secs 160 and 164, and that, as required, any third party has signed a HIPAA-compliant Business Associate Agreement with the Plan and (2) 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.

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.



Rachael Lines  
Executive Director, Senior Counsel  
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

