

AGREEMENT between _____
("Customer") and Aetna Life Insurance Company ("Aetna")

WHEREAS, Customer will receive certain Benefit Plan information and documentation (the "Material") electronically and may publish the Material on its internal website available to authorized company personnel or distribute it to authorized individuals by other electronic means; and

WHEREAS, Customer's eligible employees and their dependents will be enrolled electronically in certain benefit plans administered by Aetna; and

WHEREAS, Aetna is willing to remit the Material to Customer and to accept enrollment and eligibility information (the "Information") from Customer through a roster or other electronic format acceptable to Aetna if Customer agrees to the provisions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Aetna will only enroll Customer's eligible employees and their dependents that elected Aetna coverage under either a fully insured or a self-funded arrangement.
2. Customer shall with respect to the electronic Information of employees and dependents:
 - (i) Maintain a reasonably complete record of the Information. The records may be filed and kept under any acceptable and commercially reasonable format and they shall meet reasonable standards of availability, authenticity, non-repudiation, and integrity (the "Records"). The Records shall include any original forms, including member enrollment applications containing the signature of covered members and providing members' consent that Aetna process personal and health information. The Records should also contain sufficient documentation to support coverage requests for students or handicapped dependents requesting coverage through an eligible employee and beneficiary designations, as agreed upon between Customer and Aetna;
 - (ii) produce at Aetna's request, the Records.
 - (iii) transmit the Information, which is reflected on the Records. Customer shall transmit this information in the exact way that is contained in the Records.
 - (iv) obtain from its employees and their dependents information, including authorizations, reasonably necessary for Aetna to perform its obligations for Customer and its employees;
 - (v) to use Aetna's enrollment and change forms in paper or electronic format or to incorporate the following five points into the enrollment materials:
 - a. Name(s) of the Aetna company offering the insurance coverage;
 - b. U.S. state-specific fraud warning statement(s);
 - c. A statement that the terms of the insurance documents will govern the member's rights and responsibilities; and
 - d. An acknowledgement that participating providers are not agents or employees of Aetna and that network composition can change.
 - e. A written authorization from the employee indicating that they authorize Aetna to process the personal/health information of their spouse, competent adult dependents, and themselves; they have discussed the terms of the authorization with their spouse and competent adult dependents and have obtained their authorization to release/process their personal/health information; that the information may be shared with affiliates, government authorities with appropriate jurisdiction, and third parties with whom Aetna contracts worldwide, for activities related to the operation of the health plan and other insurance operations. Notification that the employee may revoke this authorization at any time, to the extent it has not been relied upon by Aetna or other party; opt out of any direct marketing campaigns; and decline to provide Aetna with consent to process personal or healthcare information; however, such failure to provide consent may result in declination of coverage.

3. Customer shall with respect to electronic enrollment and eligibility reporting, as set forth in item 2(v) a-e, ensure the following language is available to employees in their enrollment/eligibility reporting materials:
 - (i) I understand that coverage is being provided by the following companies:
Aetna Life Insurance Company and Aetna Life & Casualty (Bermuda) Ltd. ("Aetna")
 - (ii) the plan documents (Schedule of Benefits, Group Agreement, Group Policy/Contract, and Certificate of Coverage/Booklet) will determine my rights and responsibilities and will govern even if they conflict with any benefits comparisons, summary or other description of the plan.
 - (iii) I understand and agree that with the exception of Aetna Rx Home Delivery[®], all participating providers and vendors are independent contractors and are neither agents nor employees of Aetna. The availability of any particular product cannot be guaranteed and provider network composition is subject to change.
 - (iv) NOTICE: Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person files an application for insurance or statement of claim containing any materially false information or who conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
 - (v) My spouse, competent adult dependents, and I authorize Aetna to process our personal/health information. I have discussed the terms of the authorization with my spouse and competent adult dependents and have obtained their authorization to release/process their personal/health information with the understanding that the information may be shared with affiliates, government authorities with appropriate jurisdiction, and third parties with whom Aetna contracts worldwide, for activities related to the operation of the health plan and other insurance operations. I understand that I may revoke this authorization at any time, to the extent it has not been relied upon by Aetna or other party; opt out of any direct marketing campaigns; and decline to provide Aetna with consent to process personal or healthcare information; however, such failure to provide consent may result in declination of coverage.
4. Customer shall with respect to the Material to be electronically published or provided to its employees:
 - (i) give access and distribute the Material only to covered members.
 - (ii) place the Material only on it's internal website, which shall only be available and accessible to authorized company personnel.
 - (iii) place in the electronic memo or on the internal website a disclaimer stating: "This information/material is provided solely for general guidance about the terms of your benefit plan. In the event of any conflict between this information and terms and conditions of the policy and related plan documents delivered to the employer, the policy and related plan documents will govern."
5. Customer agrees that in placing the Material on its internal website, it shall not make any change to the terms of the policy, plan forms or related plan documents, and shall promptly amend such information to correct errors or reflect changes in any plan term or form. Customer further agrees to take appropriate steps to prevent improper access, changes or usage of the Material by unauthorized personnel no matter the means distributed. Furthermore Customer agrees to mitigate, to the extent practicable, any harmful effect of an improper access, changes or usage of the Material by unauthorized personnel.
6. Customer shall retain all the information required by this Agreement for a period of not less than seven (7) years.
7. Customer agrees to indemnify, and hold Aetna harmless from any costs, expenses, claims or judgments, including counsel fees that Aetna incurs as a result of Customer's failure to comply with the terms of this Agreement.

Signature _____

Printed Name _____

Title _____

Date _____