



Notice of Contract Amendment – Posted 2/12/2010

To: All Aetna Producers who have executed an Aetna Producer Agreement (the “Agreement”)

Subject: Changes to your Agreement required by the American Reinvestment and Recovery Act of 2009 (“ARRA”)

Upon the enactment of any law or regulation affecting the Agreement, paragraph F.13 of the Agreement permits Aetna, upon notice to a Producer, to amend the Agreement in such manner as Aetna determines necessary to comply with such law or regulation. Further, paragraph F.13 permits Aetna to provide written notice by letter, newsletter, electronic mail or other media.

Accordingly, effective immediately, Producers are hereby notified that the Agreement is amended as follows:

Add new sub-paragraphs 8 and 9 to Section E of the Agreement:

8) Producer acknowledges and agrees that, as of the applicable effective dates for such provisions, Producer shall comply with each provision of the American Recovery and Reinvestment Act of 2009 (“ARRA”) that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities.

In particular, but without limitation, Producer:

a) shall report to Company any Security Breach of Unsecured PHI without unreasonable delay and, in no case, less than ten (10) days after Discovery; and

b) shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Company’s prior written approval and notice from Company that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Producer. The foregoing shall not apply to Company’s payments to Producer for services delivered by Producer to Company.

For purposes of this Agreement, the following definitions apply:

a) “Discovery” means the first day on which a Security Breach is known to Producer (including any person, other than the individual committing the breach,

that is an employee, officer, or other agent of Producer), or should reasonably have been known to Producer, to have occurred.

b) "Security Breach" means the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:

(i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Producer if:

(I) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Producer; and

(II) such information is not further acquired, accessed, used or disclosed by any person; or

(ii) any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Producer to another similarly situated individual at the same facility; and

(iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.

c) "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary of the Department of Health and Human Services from time to time.

9) Producer acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the safeguards, security, use and disclosure requirements of this Agreement and any guidance issued by the Secretary of the Department of Health and Human Services from time to time with respect to such safeguards, security, use and disclosure requirements.