AMERICO
Americo Financial Life and Annuity Insurance Company

Home Office: Dallas Texas
Administrative Office: PO BOX 410288, Kansas City, MO 64141-0288

BUSINESS ASSOCIATE AGREEMENT

15-106-1 (05/15)

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations issued thereunder (the "Privacy Rule" and the "Security Rule"), impose certain privacy protection and security requirements upon Americo Life, Inc. and/or its insurance subsidiaries (the "Covered Entity"). One of those requirements is that the Covered Entity ensure that its contracts with its "business associates," including You (the "Business Associate"), impose certain obligations upon the Business Associate with respect to maintaining the confidentiality of protected health information ("PHI"), and the security of electronic protected health information ("E-PHI"), in the possession of the Business Associate and relating to services provided by Business Associate to the Covered Entity. The purpose of this Agreement is to articulate the duties and responsibilities of Business Associate under the Final HIPAA Omnibus Rule, which includes modifications to the HIPAA Privacy and Security Rules as mandated by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and also includes modifications to the Breach Notification Rule (collectively, the "HIPAA Rules").

SECTION I: EFFECTIVE DATE

The provisions of this Agreement shall be effective on the date signed by Business Associate.

SECTION II: DEFINITIONS

(A) Breach. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rule where such action compromises the security or privacy of the PHI. A Breach does not include the following:

(1) A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code;

(2) Any unintentional acquisition, access, or use of PHI by Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted by this Agreement;

(3) Any inadvertent disclosure by a person who is authorized to access PHI as the Business Associate to another person authorized to access PHI and does not result in further use or disclosure in a manner not permitted by this Agreement; or

(4) A disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Except as provided above, an acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule is presumed to be a Breach unless the Business Associate demonstrates that there is a low probability that the Protected Health Information has been compromised based on a risk assessment of at least the following factors:

(1) The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;

(2) The unauthorized person who used the Protected Health Information or to whom the disclosure was made;

(3) Whether the Protected Health Information was actually acquired or viewed; and

(4) The extent to which the risk to the Protected Health Information has been mitigated.

(B) Breach Notification Rule. "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, Subparts A and D.

(C) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean You, the person/entity entering into this Agreement as Business Associate.

(D) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Americo Life, Inc. and/or its insurance subsidiaries.

(E) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

(F) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the electronic information created or received by Business Associate from or on behalf of the Covered Entity.

(G) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(H) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(I) Law Enforcement Delay. "Law Enforcement Delay" means when a law enforcement official notifies Business Associate that a notice, notification, or posting relating to the Breach would impede a criminal investigation or cause damage to national security.

(J) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(K) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(L) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(M) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(N) Security Rule. "Security Rule" shall mean the Security Standards set forth in 45 CFR Part 160 and Part 164, Subparts A and C.

(O) Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.

(P) Unsecured PHI. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary of Health and Human Services in published guidance.

SECTION III: OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(A) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.

(B) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(C) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in this Agreement.

(D) Business Associate agrees not to engage in any sale of Protected Health Information and not to use or disclose genetic information for underwriting purposes in violation of the HIPAA Rules.

(E) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(F) Business Associate agrees to report to the Covered Entity, as soon as reasonably practicable but in all cases within five (5) business days, any use or disclosure of Protected Health Information, or any security incident with respect to Electronic Protected Health Information, not provided for by this Agreement of which it becomes aware.

(G) Business Associate agrees to ensure that any agent, including a Subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the obligation to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information.

(H) Rules Relating to Designated Record Sets.

(1) To the extent applicable, Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in any Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(2) To the extent applicable, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(I) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule or Security Rule. Business Associate agrees to immediately notify the Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to Protected Health Information received from the Covered Entity.

(J) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(K) Business Associate agrees to provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Business Associate's duties to document disclosures under this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(L) The Covered Entity and its representatives shall be entitled, on reasonable prior written notice to Business Associate, to request periodic reports and/or certification from Business Associate to verify Business Associate's compliance with the terms of this Agreement.

(M) Business Associate agrees to notify the Covered Entity following the discovery of a Breach of Unsecured PHI (the "Breach Notification").

(1) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the federal common law of agency).

(2) Except in the case of a Law Enforcement Delay, Business Associate shall provide the Breach Notification without unreasonable delay and in no case later than 10 calendar days after discovery of the Breach.

(3) The Breach Notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of the notification or promptly thereafter as information becomes available, the Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual, including the following:

(a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

(d) A brief description of what the Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against any further Breaches.

(N) Business Associate acknowledges that enactment of the HITECH Act and issuance of the Final HIPAA Omnibus Rule amended certain provisions of HIPAA in ways that now directly regulate Business Associate's obligations and activities under the HIPAA Rules. Requirements applicable to Business Associate under the HIPAA Rules are hereby incorporated by reference into the Agreement, including provisions of the Privacy Rule that would govern the Covered Entity's action if the Business Associate undertakes that action on behalf of the Covered Entity. Business Associate agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Business Associate, with the requirements imposed by the HIPAA Rules, specifically including the Security Rule with respect to Electronic Protected Health Information. Further, notwithstanding any other provision of the Agreement or underlying services contract(s) between the parties, Business Associate agrees to pay all penalties and reasonable expenses, including those incurred for reasonable remediation, as a result of Business Associate's (or its agent's) acts or omissions related to its HIPAA obligations or through contractual agreement between the Business Associate and the Covered Entity.

SECTION IV: PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(A) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity:

Solicitation of applications and service for certain senior market products including but not limited to Medicare Supplement Insurance policies offered for sale by the Covered Entity, under the terms of the underlying Producer Agreement between Covered Entity and Business Associate.

(B) Specific Use and Disclosure Provisions.

(1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate's duties and obligations under this Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION V: OBLIGATIONS OF THE COVERED ENTITY

(A) The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(B) The Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(C) The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the Covered Entity has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

SECTION VI: PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

SECTION VII: TERM AND TERMINATION

(A) Term. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to Business Associate, or created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(B) Termination for Cause. Notwithstanding any other provision of this Agreement to the contrary, upon the Covered Entity's knowledge of a material breach by Business Associate of the requirements of this Agreement, the Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate this Agreement and any underlying services provided by Business Associate if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

(2) Immediately terminate this Agreement and any underlying services provided by Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(C) Effect of Termination.

(1) Except as provided in paragraph (2) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

SECTION VIII: MISCELLANEOUS

(A) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(B) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the HIPAA Rules.

(C) Survival. The respective rights and obligations of Business Associate under the Term and Termination Section of this Agreement shall survive the termination of this Agreement.

(D) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.

(E) Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent as set forth below:

If to the Covered Entity:	**If to Business Associate:**
Americo Life, Inc. 301 West 11th Street Kansas City, MO 64105	Current Contact Information on File with Covered Entity

(F) Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder. There are no third party beneficiaries to this Agreement. No party to this Agreement may assign this Agreement or any rights hereunder without the prior written consent of the parties hereto.

(G) Captions. The captions of sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

(H) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect.

(I) Entire Agreement. This Agreement constitutes the entire agreement among the parties with regard to the subject matter of this Agreement.

IN WITNESS WHEREOF, I understand and agree to the terms of this document known as the Business Associate Agreement with Americo Life, Inc., which is incorporated into and made a part of my Agent Agreement hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agreement. If you are signing on behalf of a General Agency or Independent Marketing Organization, by signing this Agent Agreement, you agree that you are a duly authorized principal for your General Agency or Independent Marketing Organization, and that you have authority to sign and bind your General Agency or Independent Marketing Organization to the terms set forth herein, and that your signature authorizes the disclosure of any requested information.

Applicant's Signature *(Required)* _____ Date *(Required)* _____

Applicant's Name *(Printed)* _____ Americo Agent Number *(if applicable)* _____