

September 22, 2014

To whom it may concern:

Thank you for your continued business with Ameritas. In order to comply with the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("HITECH Act"), effective immediately your respective HIPAA Business Associate or Privacy Agreement/Addendum ("BAA") has been amended to include the following:

1. "Business Associate" includes Subcontractors that access PHI, and "Subcontractor" shall have the same meaning as given to such term at 45 CFR § 160.103 and includes any agent/agency relationships.

2. Business Associate agrees to ensure that any Subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

3. Business Associate agrees to promptly report to Ameritas any use or disclosure of PHI not provided for by this BAA, of which it becomes aware, including any Breach of Unsecured PHI as required at 45 CFR § 164.410, and any Security Incident of which it becomes aware.

4. Business Associate agrees to report any actual or likely Breach of Unsecured PHI ("Breach") as soon as feasible, but in all cases within five (5) business days of a known Breach. Producer shall: (a) promptly investigate any Breach and remedy the circumstances that permitted the Breach to occur; (b) reasonably cooperate with Ameritas in investigating any Breach; (c) implement such measures as deemed appropriate by Ameritas, in its reasonable discretion, to mitigate any harmful or potentially harmful effects of such Breach, including notifying impacted individuals, appropriate authorities and media and providing all impacted individuals with services to protect themselves against identity theft or other harm; (d) notify Ameritas of the results of any investigation, mitigation and any remedial steps taken in response to the Breach; (e) bear the expense of any such investigation, mitigation or remedial measures; and (f) reimburse Ameritas for any reasonable expenses incurred by Ameritas in connection with such investigation, mitigation or remedial measures. Business Associate shall not deliver any notification to impacted individuals, relevant authorities, or the media that references Ameritas in any manner without the express written approval of Ameritas; such approval not to be unreasonably withheld, conditioned, or delayed.

All terms and conditions of the BAA which are not amended by this Amendment remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the BAA, the terms of this Amendment shall prevail.

Pursuant to the BAA, no further action by you is required at this time. Again, thank you for your business and please feel free to call 800-659-2223 if you have any questions.