RE: HIPAA Enrollment Assistance Agreement

Thank you for doing business with Aflac.

Some states' insurance laws prohibit policies that were applied for, paid for, and/or issued in another state from being mailed to residents of their state. Information in our records indicates your account has (or will have) applicants/policyholders residing in one or more of these states.

Therefore, for the applicants/policyholders residing in one of these states, Aflac must use one of the following methods to deliver their policies:

- 1. The applicants/policyholders must elect to have their policy(-ies) delivered electronically (not available for Missouri residents); or
- 2. The applicants/policyholders' policy(-ies) must be delivered to the account location for hand delivery.

When method #2 is used to deliver policies to applicants/policyholders, your account will be receiving health information that is protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable state and federal privacy laws. Because Aflac is a Covered Entity under HIPAA and your account will be performing this administrative function on behalf of Aflac, we must enter an agreement that meets the requirements of HIPAA and other applicable state and federal privacy laws.

In this regard, we are enclosing a HIPAA Enrollment Assistance Agreement. Please sign it and return it to Aflac, Attn: New Account Setup, by fax at 1.866.235.6272 or email to MAS@aflac.com. Please note Aflac will not be able to issue policies to the persons impacted by these laws until Aflac receives this required document.

Thank you for your cooperation. If you have any questions or concerns about this letter or the enclosed Agreement, please call us toll-free at 1.800.99.AFLAC (1.800.992.3522). Our customer care specialists are here to assist you Monday through Friday from 9 a.m. to 7 p.m. Eastern Time (ET).

Sincerely,

Kevin McCarty

Director

New Business Operations

Kevin McCarty

HIPAA Enrollment Assistance Agreement

Effective this	day of	, 20("Effective D	ate"), this HIPAA Enrol	lment Assistance Agree	ement
constitutes an ad	dendum (the "	'HIPAA Addendum") to any e	existing agreement(s) (i	f any) by and between	1
AMERICAN FAMI	LY LIFE ASSURA	ANCE COMPANY OF COLUME	3US ("Aflac") and		
		("Employ	ver"), as the same may	be amended (the	
"Agreements"). I	n the event of	a conflict between the provis	sions contained in the	Agreements and those	<u>;</u>
contained in this	HIPAA Addend	lum, the provisions containe	d in this HIPAA Addend	lum shall prevail.	

WHEREAS, Employer makes available to its employees certain supplemental insurance coverages underwritten by Aflac; and

WHEREAS, Employer agrees to the provisions of this HIPAA Addendum to ensure compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regardless of whether the Aflac coverages are part of a group health plan sponsored by Employer;

NOW, THERFORE, Employer and Aflac have agreed to this HIPAA Addendum.

1. Definitions.

All capitalized terms in this HIPAA Addendum shall have the same meaning as those terms are defined by HIPAA.

- 2. Obligations and Activities of Employer.
 - a. As a result of state insurance laws, Aflac may request Employer assistance in delivery of the Policy Packet to the applicant. Employer acknowledges that the Policy Packet may contain Protected Health Information (PHI).
 - b. Employer shall not use or further disclose PHI other than as permitted or required by the agreement(s) between Aflac and Employer (the "Agreement") or as Required by Law.
 - c. Employer shall use appropriate safeguards, and comply with HIPAA's Security Rule with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by the Agreement.
 - d. Employer shall require each of its Subcontractors who create, receive, maintain, or transmit PHI received by Employer on behalf of Aflac to agree, in a written business associate agreement with Employer, to (1) the similar requirements and conditions that apply to Employer with respect to such information, and (2) implement reasonable and appropriate safeguards to protect such information.
 - e. Employer shall make available PHI in a Designated Record Set, if any, to Aflac and make any amendments thereto, if requested by Aflac.
 - f. Only if requested by the Secretary to determine HIPAA Compliance, Employer shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Employer on behalf of, Aflac available to the Secretary. Employer is subject tocompliance audits by the Secretary.
 - g. Employer shall maintain and make available to Aflac the information required for Aflac to respond to a request by an Individual for an accounting of disclosures of PHI.
 - h. With respect to only the PHI Employer receives from Aflac, Employer agrees to reasonably assist Aflac perform its HIPAA compliance obligations.

3. Breaches and Security Incidents.

Business Associate will report to Aflac within 10 calendar days any use or disclosure of PHI not provided for by this HIPAA Addendum, of which it becomes aware, including breaches of Unsecured PHI, and any security incident of which it becomes aware.

- 4. Permitted Uses and Disclosures by Employer.
 - a. Except as otherwise limited in the Agreements or this HIPAA Addendum, Employer may:
 - i. Not use or disclose PHI in a manner that would violate HIPAA if done by Aflac, except for the specific uses and disclosures set forth below;
 - ii. Use, disclose PHI to perform functions, activities, or services for, or on behalf of Aflac, as specified in the Agreement and shall not use, disclose, copy or reproduce PHI other than as permitted by this HIPAA Addendum;
 - iii. Disclose PHI for its proper management and administration or to carry out its legal responsibilities if the disclosure is required by law, or if Employer obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and further used or disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees to notify Employer of any instances of which it is aware in which the confidentiality of the information has been breached;
 - iv. Except as otherwise limited in the HIPAA Addendum, Employer agrees that reasonable efforts will be made to ensure the uses and disclosures and requests for PHI will be made only to effectuate the intended purpose of this HIPAA Addendum. Employer will take reasonable steps to limit access to PHI to those members of its workforce and, if applicable, Business Associates who need PHI to perform their respective functions. Employer recognizes that doing so is consistent with Aflac's minimum necessary policies and procedures.

5. Termination.

The Term of this HIPAA Addendum shall be effective as of the Effective Date, and shall terminate the date Employer no longer receives Policy Packets from Aflac. If Employer keeps any Policy Packets in its possession, Employer agrees to continue to afford those Policy Packets the same protections under this HIPAA Addendum.

6. Miscellaneous.

- a. Interpretation. Any ambiguity in this HIPAA Addendum shall be resolved in favor of a meaning that permits Aflac and Employer to comply with HIPAA, including but not limited to the HIPAA Rules.
- b. Written Notice. Any written notice to be provided to Aflac can be delivered by sending an email to privacyoffice@aflac.com.

AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (Aflac)

EMPLOYER'S NAME

Name: Kevin McCarty Name:
Title: Director Title:

New Business Operations

Signature: Kevin McCarty Signature:

This agreement is effective as of the last signature date. Date Signed:

Address for Notice: Address for Notice:

Aflac

1932 Wynnton Road Columbus, GA 31999

Attention: Privacy Office Attention:

Completion of the section below is requested for regulatory purposes.

Contact for Privacy Matters: Contact for Privacy Matters:

Name: Lisa Presley Name:

Title: Director/Privacy Official Title:

Address: 1932 Wynnton Road Address:

Columbus, GA 31999

Phone Number: 800-992-3522 x300-1786 Phone Number:

Fax Number: 706-596-3270 Fax Number:

Email Address: <u>privacyoffice@aflac.com</u> Email Address:

Web site URL: <u>www.aflac.com</u> Web site URL:

Please sign, date and return the completed agreement to Aflac by email to NAS@aflac.com or by fax to 1.866.235.6272, Attn: New Account Setup.