

# appointment application



(TYPE OR PRINT PLAINLY)

NAME OF PRODUCER \_\_\_\_\_  
First Middle Last

EMAIL ADDRESS \_\_\_\_\_  Check here if no email address.  
(Required)

PRODUCER ADDRESS - Check box for address to be used as check mailing address.

Residence: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP  
*If you are using a route or P.O. Box Number, please also give the street address. If no street address is available, please give the name of the nearest street.*

Name of Agency \_\_\_\_\_

Business: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State ZIP

Residence # (\_\_\_\_\_) \_\_\_\_\_ Business # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_  
Area Code Area Code Area Code

Date of Birth \_\_\_\_\_ SSN # \_\_\_\_\_ TAX ID# \_\_\_\_\_

How do you want commissions to be paid?  Individual  Agency

Are you a Union Central agent?  Yes  No

**ATTACH PHOTOCOPY  
OF LICENSE**

CURRENT LICENSE INFORMATION State where Producer is to be appointed \_\_\_\_\_

STATE	LICENSE NO.	NPN NO.	EXP. DATE

**QUESTIONNAIRE (Please answer the following questions. YES answers require documentation to be attached.)**

1. Do you have any pending charges to a misdemeanor or a felony? . . . . .  Yes  No
2. Have you been convicted of or pleaded nolo contendere (no contest) to a misdemeanor or a felony? . . . . .  Yes  No
3. Has any federal or state regulatory agency ever found you to have made a false statement or omission or been dishonest, unfair or unethical? . . . . .  Yes  No
4. Has any federal or state regulatory agency ever found you to have been involved in a violation of federal and/or state regulations or statutes? . . . . .  Yes  No
5. Has any federal or state regulatory agency ever denied, suspended or revoked your registration or license or disciplined you by restricting your activities? . . . . .  Yes  No
6. Has a bonding company denied, paid out on, or revoked a bond for you? . . . . .  Yes  No

I understand that as part of First Ameritas Life Insurance Corp. of New York's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to family members, business associates, financial sources, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to First Ameritas Life Insurance Corp. of New York and I authorize First Ameritas Life Insurance Corp. of New York to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to First Ameritas Life Insurance Corp. of New York investigating any of these facts and agree to indemnify and hold First Ameritas Life Insurance Corp. of New York harmless against any liability which may result from conducting such investigation.

*All Nonpublic Personal Information obtained by you on behalf of or from any of the Unifi Companies in the performance of your duties and obligations under your Agreement or Contract shall be held in the strictest confidence by you and your representatives and will not be used for any other purpose except to perform your duties under your Agreement or Contract. Such information shall not be disclosed to any third party without my express written consent or as may be required by law and you will establish procedures to protect the security and confidentiality of such information. Nonpublic Personal Information shall mean any financial or health information furnished to you or your representative(s) in the performance of your duties or obligations under this Agreement.*

*Additionally, I hereby authorize First Ameritas Life Insurance Corp. of New York and their agents/representatives to send faxes to the facsimile (fax) number(s) listed above in this application. I understand that I may later revoke this authorization in writing.*

**X** \_\_\_\_\_  
 Signature of Producer

\_\_\_\_\_  
 Date

This Producer Privacy Addendum (“Privacy Addendum”) is entered into between Ameritas Life Insurance Corp. or its affiliate, First Ameritas Life Insurance Corp. of New York (collectively “Ameritas”) and an independent agent or broker appointed with Ameritas (“Producer”), and supplements and is made a part of the Commission agreement(s) (“Underlying Agreement(s)”) between the parties, and shall go into effect upon the signature of the Producer.

### Recitals

1. Ameritas is a Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Standards (the “Privacy Standards”) and Security Standards (“Security Standards”).
2. Pursuant to the Underlying Agreement(s) between the parties, Producer is an agent of Ameritas for purposes of the marketing, sale and servicing of Ameritas’ dental and or eye care insurance products.
3. Producer, in the course of representing Ameritas, collects and has access to Ameritas customers’ protected health information (“PHI”) and therefore Producer is considered a Business Associate as those terms are defined by Privacy Standards.
4. Both Ameritas and Producer recognize and respect the rights of individuals to have their PHI protected and are committed to complying with the Privacy Standards and Security Standards as provided for in this Privacy Addendum.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

### I. Definitions

- A. Terms used, but not otherwise defined, in this Privacy Addendum shall have the same meaning as those terms in the Privacy Standards codified at 45 CFR Parts 160 and 164 and the Security Standards codified at 45 CFR Parts 160, 162 and 164.
- B. Specific Definitions:
  1. Electronic Media has the meaning in CFR §160.103, which is:
    - a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
    - b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
  2. Electronic Protected Health Information (“E PHI”) has the meaning of 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
  3. Protected Health Information (“PHI”) shall have the same meaning given to such term under the Privacy Standards, in 45 CFR Section 164.501 which is any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual.
  4. Security Incident has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

### II. Permitted Uses and Disclosures of PHI by Producer

- A. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Ameritas as specified in the Commission Agreement(s), provided that such use or disclosure, if made by Ameritas, would not violate the Privacy Standards or the minimum necessary policies and procedures of Ameritas.
- B. Except as otherwise limited in this Privacy Addendum, Producer may use or disclose PHI for the proper management and administration of the Producer, or to carry out the legal responsibilities of the Producer, provided that the use or disclosure is required by law, or Producer obtains reasonable assurances from the person to whom the PHI 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 agrees to notify the Producer of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Producer may use or disclose PHI in order to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

### III. Obligations and Activities of Producer

- A. Producer agrees to not use or disclose (“PHI”) other than as permitted or required by this Privacy Addendum or as required by law.
- B. Producer agrees to:
  1. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, maintains, or transmits on behalf of Ameritas as required by the Security Rule;
  2. ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
  3. report to Ameritas any security incident of which it becomes aware.
- C. Producer agrees to promptly report to Ameritas any use or disclosure of PHI not provided for by this Privacy Addendum of which it becomes aware.

- D. Producer agrees to ensure that any subcontractor to whom it provides PHI agrees to the same restrictions and conditions that apply to Producer throughout this Privacy Addendum with respect to such information.
- E. Producer agrees to provide access to PHI at the request of Ameritas, within fifteen (15) days of such request, to Ameritas or, as directed by Ameritas, to an Individual in order to meet the requirements under 45 CFR §164.524.
- F. Producer agrees to make any amendment(s) to PHI that Ameritas directs or agrees to pursuant to 45 CFR §164.526 at the request of Ameritas, within fifteen (15) days of such request by Ameritas for such an amendment.
- G. Producer agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI created or received by Producer on behalf of Ameritas, available to Ameritas, or to the Secretary, within fifteen (15) days of such request, for the purpose of the Secretary determining Ameritas' compliance with the Privacy Standards.
- H. Producer agrees to document such disclosures of PHI and information related to such disclosures as would be required for Ameritas to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- I. Producer agrees to provide to Ameritas or an Individual, within fifteen (15) days of request by Ameritas, information collected in accordance with Paragraph III. H of this Privacy Addendum, to permit Ameritas to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

**IV. Obligations of Ameritas**

- A. Ameritas shall notify Producer of any limitation(s) in its notice of privacy practices, in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Producer's use or disclosure of PHI.
- B. Ameritas shall notify Producer of any change in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Producer's use or disclosure of PHI.
- C. Ameritas shall notify Producer of any restriction to the use or disclosure of PHI that Ameritas has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Producer's use or disclosure of PHI.
- D. Ameritas shall not request Producer to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if used or disclosed by Ameritas.

**V. Termination**

- A. Breach. Without limiting the rights of the parties under the Commission Agreement(s), if a Producer violates a material term of the Privacy Addendum, Ameritas may at its option, terminate the Commission Agreement(s) with or without advance notice and with or without an opportunity to cure the breach.
- B. Effect of Termination.
  - 1. Except as provided in paragraph (2) of this section, upon termination of this Privacy Addendum, for any reason, Producer shall return or destroy all PHI received from Ameritas, or created or received by Producer on behalf of Ameritas. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer. Producer shall retain no copies of PHI.
  - 2. In the event that Producer determines that returning or destroying the PHI is infeasible, Producer shall provide to Ameritas notification of the conditions that make return or destruction infeasible. Upon Producer's notification to Ameritas that return or destruction of PHI is infeasible, Producer shall extend the protections of this Privacy Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Producer maintains such PHI.


**VI. Miscellaneous**

- A. Amendment. The Parties agree to take such action as is necessary to amend this Privacy Addendum from time to time as is necessary for Ameritas to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. In such event, Ameritas shall provide Producer with a written amendment, which shall become effective and binding as provided for by its terms without further action and without necessity of any signatures, unless Producer provides Ameritas with written notice of objection thereto within thirty (30) days of receipt.
- B. Survival. The respective rights and obligations of Producer under Section III of this Privacy Addendum shall survive the termination of this Privacy Addendum.
- C. Interpretation. The provisions of this Privacy Addendum shall prevail over any provisions in any Commission Agreement(s) that may conflict or appear inconsistent with any provisions in this Privacy Addendum. This Privacy Addendum and any Commission Agreement(s) shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Standards. The parties agree that any ambiguity in this Privacy Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Standards.

This PRODUCER PRIVACY ADDENDUM is agreed to by the Parties.

**Ameritas Life Insurance Corp.**

on behalf of itself and its corporate affiliate,  
First Ameritas Life Insurance Corp. of New York

By:  \_\_\_\_\_  
Kenneth L. VanCleave Sr.

Title: Officer

Date: April 1, 2005 and after

**Producer**

Corp. Name (if any): \_\_\_\_\_ (print)

Producer Name: \_\_\_\_\_ (print)

Agent # or SSN/TIN: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# authorization

## and indemnity for release of personal information

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Except as specifically provided to the contrary in the authorization, I \_\_\_\_\_ do hereby authorize a full disclosure and review of all of my records, or any part thereof, concerning myself, by a duly authorized representative of Ameritas Life Insurance Corp. ("Ameritas") and/or First Ameritas Life Insurance Corp. of New York ("First Ameritas"), whether such records are of public, private or confidential nature.

The intent of this authorization is to give my consent for full and complete disclosure of the records of educational institutions; financial or credit institutions; commercial or retail credit agencies; employment and pre-employment records; records of convictions and/or findings of liability for all violations of law, including criminal records and records of complaints of a civil nature made by or against me. I also hereby consent to and permit my former employers or their agents to answer any questions asked by Ameritas and/or First Ameritas or any of their duly authorized agents regarding my employment and/or departure from employment with their organization. However, I specifically do not give authorization to anyone to release my medical, health or similar records.

I understand and intend this authorization be used to provide full and free access to my personal background information, for the specific purpose of providing information to Ameritas and/or First Ameritas, for their use in determining whether to contract with me or appoint me as a distributor for either or both companies or if I become a distributor for Ameritas and/or First Ameritas, whether to continue my association with either or both companies, as applicable.

I agree to indemnify and hold harmless Ameritas, First Ameritas, their affiliated companies and/or their authorized representatives and the person or entity to whom a request for information is presented and his, her or its agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or by reason of submissions of and/or compliance with this request for information.

THIS AUTHORIZATION SHALL REMAIN VALID, UNLESS REVOKED IN WRITING AND WITH NOTICE TO AMERITAS AND/OR FIRST AMERITAS, UNTIL THE DATE THE BACKGROUND CHECK HAS BEEN CONCLUDED.

A photocopy of this authorization will be valid as an original hereof, even though the photocopy does not contain an original writing of my signature.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
BIRTH NAME or OTHER NAME USED

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE of BIRTH

\_\_\_\_\_  
TITLE OF OFFICER OR TRUSTEE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER

PREVIOUS ADDRESS and DATE for the PAST SEVEN (7) YEARS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# disclosure

## to the consumer



*Required by the 1997 FCRA Section 606(a)*

As a routine part of our due diligence effort, Ameritas Life Insurance Corp. (“Ameritas”) and/or First Ameritas Life Insurance Corp. of New York (“First Ameritas”) intends to obtain an investigative consumer report on you. To insure full compliance with the Fair Credit Reporting Act and to facilitate easy access to all information necessary, please read and sign this form.

I \_\_\_\_\_ specifically understand there will be an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation and personal characteristics.

I further understand that upon written request, I will be given a list of the areas which will be researched and included in the investigative report of my background. Additionally, I understand that upon written request, I will be given a copy of the Federal Trade Commission’s document entitled “Summary of Your Rights Under the Fair Credit Reporting Act.”

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE SIGNED

Following completion, please send this Disclosure as well as the Authorization and Indemnity to:

Ameritas Group Licensing  
P.O. Box 81889  
Lincoln, NE 68501-1889

— OR —

First Ameritas Licensing  
400 Rella Blvd., Ste. 304  
Suffern, NY 10901

# direct deposit

## of your commission check

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- Fax or return completed form with voided check to First Ameritas: 400 Rella Blvd, Ste 304, Suffern, NY 10901. Fax 845.357.3612.
- Electronic deposit of compensation will be effective two (2) weeks after receipt of the completed form.
- Your commission will be deposited and your statement will be sent via U.S. mail the third working day of each month. The statement will indicate the amount deposited into your bank account. You may also verify your deposit amount by calling 800.628.8889.
- Changes in banking information must be communicated to First Ameritas by the first working day of the month to be effective for that compensation period.
- Electronic depositing can be stopped upon receipt of written notification (this will be effective one week after receipt by First Ameritas).
- If you have any questions, please contact First Ameritas at 800.628.8889.

# authorization

## agreement for pre-arranged deposits



I authorize **First Ameritas Life Insurance Corp. of New York** (hereinafter the Company) to initiate deposit of my compensation check in my checking/savings account indicated below, and the named financial institution below to post the same to such account.

Depository Institution: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Type (check one):  Checking  Savings

Routing Number: \_\_\_\_\_ Account Type (check one):  Checking  Savings

PLEASE ATTACH A VOIDED CHECK  
(FOR SAVINGS ACCOUNTS, PLEASE ATTACH A DEPOSIT SLIP)

### DISCLOSURE

This authority is to remain in full force and effect until the Company has received a written termination notification from me. Said written termination notification must set out an effective termination date and must be received by the Company 30 days prior to the set termination date. In no event shall the termination be effective with respect to entries processed by the Company prior to the termination date set out in said notification.

I further authorize the Company to initiate such debit entries to said account as may be necessary to correct any erroneous credit entries previously initiated thereto. I authorize the forenamed depository institution to accept and to credit or debit the amount of such entries to my account.

In the event that I identify an erroneous entry, I shall, within 15 calendar days following the date on which the depository institution sends to me a statement of account or a written notice pertaining to such entry, send to the depository institution a written notice identifying such entry. It will state that such entry was in error and requesting the depository institution to reverse the amount thereof to such account.

I have the right to stop payment of any entry by notification to the depository institution prior to posting to the account.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the operating rules of the National Automated Clearing House Association as amended by the rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this pre-arranged deposit agreement without charge and that the Company will not be liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Associate Name: \_\_\_\_\_

Agent Number: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

FOR OFFICE USE ONLY:

Input by: \_\_\_\_\_ Date: \_\_\_\_\_