

Ameritas LOA Contract Contracting Checklist

Please submit the following information to **SMS** when licensing with Ameritas:

- **Completed and Signed Appointment Application**
- **Signed Business Associate Addendum**
- **Signed Consumer Report Authorization**
- **Copy of Agent license (s)**

Please return all contracting to Senior Marketing Specialist via:

Mail:
801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 800-878-2025

The licensing process cannot begin until all of the above items have been received! If you have any questions, please call us at:

1- 800-689-2800.

Contracting Request Form

Please complete the below and return it with your contracting paperwork:

Agent Name: _____

Carrier Name: _____

1. Have you or your agency (if applicable) ever been contracted previously? (Y/N)

If you answered 'yes' to the question above, please complete the below:

2. What date did you contract?

3. How were you contracted (indv. or corp.)?

4. Do you have any downline agents?

5. When was the last time you or your downline (if applicable) wrote a piece of business?

appointment application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



(type or print plainly)

Name of Producer: _____
First Middle Last

How do you want commissions to be paid? Individual Agency

SSN #: _____ Tax ID #: _____ Date of Birth: _____

Producer Address: **Residence address is required.** Check box for address to be used as check mailing address.

Business: Name of Agency _____

Street Address City State ZIP
Business #: () Cell #: () Fax #: ()
Area Code Area Code Area Code

Residence: _____
Street Address City State ZIP
Residence #: ()
Area Code

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.

Email Address (required): _____ Check here if no email address.

Current License Information State where Producer is to be appointed: _____

State	License No.	NPN No.

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 I have the burden of providing adequate information to demonstrate that I have all necessary authorizations and approvals to market and sell health insurance of the kind offered by Ameritas Life Insurance Corp. ("Ameritas"). I understand and agree that falsification or material omission on this application will constitute grounds for rejection of my application or immediate withdrawal of my appointment as a producer for Ameritas. I understand and agree that it is my obligation to immediately notify Ameritas upon the occurrence of any material changes to the information provided in this application.

I attest that the information contained on this form is correct and complete. I understand and agree that submission of this application by itself does not constitute acceptance or approval, and does not permit me to represent myself as an agent or producer for Ameritas.

All Nonpublic Personal Information obtained by you on behalf of or from any of the Ameritas 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.

By providing my email address above, I agree to receive email communications from Ameritas. I understand that I may opt out of promotional emails from Ameritas group division using the unsubscribe link contained in each email.

Additionally, I hereby authorize Ameritas Life Insurance Corp. 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.



SIGN HERE

Signature of Producer _____

Date _____

- C. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Agreement pursuant to Section 4 (b), then Covered Entity shall take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement.
- D. **Judicial or Administrative Proceedings.** Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any requirement of HIPAA, HITECH or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
5. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or HITECH will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
6. **Certifications.** To the extent Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA and HITECH relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, HITECH or this Addendum.
7. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the Covered Entity and requirements of HIPAA (including without limitation the Privacy Rule), HITECH and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the Covered Entity and requirements of HIPAA (including without limitation the Privacy rule), HITECH or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the Covered Entity and requirements of HIPAA, including without limitation the Privacy Rule, and HITECH.
8. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employers based upon a claimed violation of HIPAA, including without limitation the Privacy Rule, HITECH or other laws relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.
9. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
10. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.
11. **Indemnification.** In addition to any indemnification obligations, which are a part of the Service Agreement, the Business Associate hereby indemnifies and agrees to hold the Covered Entity harmless against any and all claims, costs or damage, including Civil Monetary Penalties, arising from a breach by the Business Associate of its obligations in connection with this Amendment or HITECH, or HIPAA.
12. **Insurance.** Business Associate agrees to maintain insurance coverage against the improper use and disclosure of PHI by Business Associate. Promptly following a request by Covered Entity, Business Associate will provide a certificate evidencing such insurance coverage.
13. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH.
14. **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.
15. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
16. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

Ameritas Life Insurance Corp.

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

By:  _____
Kelly Wieseler

Title: Executive Vice President, Group Division


Date: January 1, 2023 and after

Producer

Corp. Name (if any): _____
(print)

Producer Name: _____
(print)

Agent # or SSN/TIN: _____

Signed: _____ 

Date: _____

Disclosure and Authorization Regarding Background Investigation for Employment Purposes



Disclosure

Ameritas Life Insurance Corp., Ameritas Investment Company, LLC and Ameritas Advisory Services (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

HireRight, LLC ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com.

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

Authorization

I hereby authorize Company to obtain the consumer reports described above about me.

Name

X

Applicant Signature

← SIGN HERE →

Date

[END OF DOCUMENT]

PLEASE PROCEED TO THE NEXT DOCUMENT ENTITLED:

OTHER DISCLOSURES, ACKNOWLEDGMENTS & AUTHORIZATIONS REGARDING BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES"

Disclosure and Authorization Regarding Background Investigation for Employment Purposes

By my signature below, I also promise that the personal information I provide with this form or otherwise in connection with my background investigation is true, accurate and complete, and I understand that dishonesty or material omission may disqualify me from consideration for employment. I agree that a copy of this document in faxed, photocopied or electronic (including electronically signed) form will be valid like the signed original. I further acknowledge that I have received additional state law notices that I have reviewed and read.

California, Minnesota or Oklahoma consumers: Please check this box if you would like to receive (whenever you have such right under the applicable state law) a free copy of your background report if one is obtained on you by the Company.

Additional State Law Notices

Please also note the following:

CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the actual copying costs, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity.

HireRight, LLC ("HireRight") will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761. Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Additional California-specific information is set out below.

MASSACHUSETTS: Upon request to the Company, you have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, you have the right to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.


MINNESOTA: You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after (i) its receipt of your request or (ii) the date the report was requested by the Company, whichever date is later.

NEW JERSEY: You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you.

NEW YORK: You have the right, upon written request to the Company, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is also provided below.

WASHINGTON STATE: If the Company requests an investigative consumer report, you have the right, upon written request made to the Company within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Applicant Last Name: _____ First: _____ Middle: _____

Applicant Signature: _____  Date: _____