



LONG TERM CARE INSURANCE
Contracting Kit

CARRIER: **MUTUAL OF OMAHA**
CURRENT AS OF 5/10/06

IMPORTANT: CARRIER REQUIRES THAT **EVERY PAGE** IN THIS ENTIRE KIT BE REVIEWED, COMPLETED, OR SIGNED AND RETURNED TO CPS INSURANCE SERVICES. PLEASE CALL (949) 225-7113 WITH ANY QUESTIONS.

By Mail
CPS INSURANCE SERVICES
ATTN: Long Term Care
18551 VON KARMAN AVE, SUITE 150
IRVINE, CA 92612

- OR -

By Fax
CPS INSURANCE SERVICES
ATTN: Long Term Care
(949) 225-7113

*IF YOU ARE IN ONE OF THE FOLLOWING PRE-APPOINTMENT STATES,
**YOU MUST BE APPOINTED BY MUTUAL OF OMAHA
PRIOR TO SOLICITING LTC BUSINESS***

Georgia Montana Pennsylvania Washington Virgin Islands

<input checked="" type="checkbox"/>	INSTRUCTIONS
<input type="checkbox"/>	Be certain to review, complete, or sign every page of entire appointment packet. After you have done so, make copies for yourself. This is a contract between you and the Insurance Company.
<input type="checkbox"/>	Include a copy of your current resident insurance license
<input type="checkbox"/>	Include a copy of your E&O Insurance Certificate
<input type="checkbox"/>	<p>If you are in the following states, include a copy of your required Long Term Care Course Certification:</p> <ul style="list-style-type: none">• CALIFORNIA – <i>California Long Term Care</i> or CTQ 8-hr CE• COLORADO – <i>Colorado Long Term Care</i> 2-hr CE• DELAWARE – <i>Delaware Long Term Care</i> 3-hr CE• ILLINOIS – <i>Traditional Long Term Care Insurance Policy</i> 6-hr CE• INDIANA – <i>Indiana Long Term Care</i> 8-hr CE• MARYLAND – <i>Maryland Long Term Care</i> 2-hr CE• WASHINGTON – <i>Washington State Long Term Care</i> 6-hr CE



General Agent Contract Checklist

Individual/Entity Name: _____

REQUIRED DOCUMENTS FOR CONTRACTING

- ☐ **General Agent Agreement – Return Signature Page Only**
 - ☐ Signature Page Signed & Dated
 - ☐ Full Name Printed or Typed
 - ☐ Tax Identification Number Section Completed
 - ☐ Certification Section Completed, Signed & Dated
- ☐ **Background & Information Sheet**
 - ☐ Personal Section Completed
 - ☐ Business Section Completed
 - ☐ Errors & Omissions Information Completed
 - ☐ Background Experience Questions 1 and 2 Answered
 - ☐ Answering "YES" to either question requires a written, signed and dated explanation.
 - ☐ Signed & Dated
- ☐ **Fair Credit Reporting Act Disclosure**
 - ☐ Signed & Dated
- ☐ **Check Deposit Authorization (Optional)**
 - ☐ Completed, Signed & Dated
 - ☐ Voided Check or Deposit Slip Attached
- ☐ **Current State Licenses**
 - ☐ ALL States in Which General Agent Will Be Soliciting Business
NOTE: For contracted entities who will not sell, solicit, negotiate or hold themselves out as an insurance agency, no license is required except in the following states:
 - ☐ Corporations: GA, KY, MA, MS, MO, MT, PA, PR, TX, UT, VA, WV
 - ☐ Individuals: FL, GA, KS, KY, MA, MS, MO, MT, NC, PA, PR, TX, UT, VA, WV
- ☐ **Long Term Care Continuing Education Certificate (If Applicable)**
- ☐ **State Appointment Form (Non-Resident Hawaii Only – 2 Originals)**



**ALL MATERIALS MUST BE RETURNED TO YOUR MASTER
GENERAL AGENCY TO CONTINUE THE CONTRACTING PROCESS**

MGA Use Only:

Completed Transmittals for Appropriate Company:

- ☐ Mutual & United (Health Products – All States)
- ☐ United (Life & Annuity Products – All States Except NY)
- ☐ Companion (Life & Annuity Products – NY Only)
- ☐ United World (Health Products)- Refer to UW Transmittal for approved states

Mail To: Mutual of Omaha
Mutual of Omaha Plaza
6 – Appointments & Contracts
Omaha, NE 68175

Fax To: 1-402-351-5779
Questions (MGAs Only): 1-800-867-6873

Email To: contractsandappointments@mutualofomaha.com

GENERAL AGENT AGREEMENT

This General Agent Agreement ("Agreement") is between the undersigned General Agent ("GA") and each insurance company which executes this Agreement (each a "Company").

If more than one Company executes this Agreement with GA, GA and each such Company agree that there shall be two or more separate and distinct agreements between GA and each such executing Company. The rights, duties, obligations and responsibilities of each Company under this Agreement are separate and distinct from the duties, obligations and responsibilities of any other Company. All such rights, duties, obligations and responsibilities shall exist only between GA and each Company. No Company shall have any responsibility or liability for the actions or omissions of any other Company under this Agreement.

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.**
 - 1. **For Each Product.** GA's compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.
 - 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
 - (a) GA is licensed and appointed in accordance with laws and Company procedures,
 - (b) the Product is actually issued, delivered to and accepted by the customer,
 - and
 - (c) the premium for the Product is paid to the Company.
 - 3. **Compensation After Termination.** GA shall not be entitled to any compensation after the Termination Date of this Agreement, except for:

(a) Vested Compensation,

and

(b) any net credit balance in GA's account for compensation earned as of the Termination Date.

4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:

(a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.

(b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.

(c) does any act which results in the suspension or revocation of GA's insurance license.

C. GA'S DUTIES.

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.

2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.

3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.

4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.

5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.

6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner

in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.

7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides

to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. LIMITATIONS. GA, either directly or through its employees or Other General Agents, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. COMPENSATION ADMINISTRATION.

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.

2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.
 3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
 4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
 5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. **INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including

reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

J. GENERAL.

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

**Producer Services
Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001**

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.
9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

K. **DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.

1. **"Authorized Representative"** means the President of a Company or an individual authorized in writing by the President.
2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.

4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.
5. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **"Termination Date"** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **"Vested Compensation"** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

TO BE COMPLETED BY GENERAL AGENT
FOR ALL STATES EXCEPT NEW YORK



GENERAL AGENT

By: _____
(Signature always required)

Printed Name: _____
(Same as signature above)

Title: _____

General Agent: _____
(As it appears on license)

DBA: _____
(If applicable)

Date: _____

Designated Beneficiary _____



MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY

By: _____

Name: _____

Title: Vice President Customer Service Administration

Date: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number								
			+		+			

or

Employer Identification Number								
		+						

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sign Here	Signature of _____	Date → _____
	U.S. person →	

**TO BE COMPLETED BY GENERAL AGENT
FOR NEW YORK ONLY**



GENERAL AGENT

By: _____
(Signature always required)

Printed Name: _____
(Same as signature above)

Title: _____

General Agent: _____
(As it appears on license)

DBA: _____
(If applicable)

Date: _____

Designated Beneficiary: _____



**MUTUAL OF OMAHA INSURANCE COMPANY
COMPANION LIFE INSURANCE COMPANY**

By: _____

Name: _____

Title: Vice President Customer Service Administration

Date: _____

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number

--	--	--	--	--	--	--	--	--	--

or

Employer Identification Number

--	--	--	--	--	--	--	--	--	--

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Sign
Here**

**Signature of
U.S. person →**

Date→

CONFIDENTIALITY AND PRIVACY AMENDMENT

General Agent

This "Confidentiality and Privacy Amendment" is made a part of and incorporated into the General Agent Agreement between GA and Company ("Agreement") and is effective on the effective date of the Agreement. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy Amendment shall remain in full force and effect.

A. Definitions.

Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Privacy and Security Rules.

1. **"Confidential Business Information"** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by GA or (b) information relating to direct or indirect compensation payable, paid or provided to GA under the Agreement.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"Privacy and Security Rules"** shall mean the Standards for Privacy and Security of Individually Identifiable Information at 45 CFR part 160 and part 164, and the Security Standards at 45 CFR part 160, part 162 and part 164 as they may be amended from time to time.
4. **"Protected Health Information"** shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of GA.

B. GA's Obligations Regarding Confidential Information.

1. **Non-Disclosure of Confidential Information.** GA agrees to retain all Confidential Information in strict confidence, and will not use or disclose Confidential Information to others except to GA's Representatives for

purposes related to GA's performance of its obligations under the Agreement, provided the Representative is first informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby and provided such disclosure is not otherwise prohibited under the Agreement. GA is responsible to Company for a breach of confidentiality by its Representatives.

2. **Safeguarding.** GA agrees to use appropriate safeguards commonly available, such as anti-virus, firewalls and encryption, to prevent use or disclosure of Confidential Information other than as provided for by the Agreement. This shall include, without limitation, compliance with all existing and enacted laws and regulations.
3. **Reporting Unauthorized Use or Disclosure.** GA agrees to report to Company any incidents involving use or disclosure of Confidential Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such unauthorized use or disclosure. All details of the incident shall be provided so that Company can assess the scope and impact and take additional action as necessary to safeguard the information. GA shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Information Regarding Confidential Information.** GA agrees to adequately inform its Representatives of the obligations set forth herein relating to Confidential Information.
5. **Offshore Outsourcing.** GA agrees that it will not allow any Confidential Information to leave the United States without prior written consent of the Company's Privacy Office. GA further agrees to ensure that any Representative to whom it provides customer information agrees to the same restriction.

C. GA's Obligations Regarding Protected Health Information.

1. **Non-disclosure of Protected Health Information.** GA agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.
2. **Safeguarding.** GA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, GA 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 Company.
3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** GA agrees to report to Company's Privacy Office any successful security

incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such successful security incident or unauthorized use or disclosure. GA shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. GA will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.

4. **Representatives.** GA agrees to ensure that any Representative to whom it provides Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
 5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, GA agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
 6. **Amendment of Protected Health Information.** GA agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
 7. **Accounting for Disclosures.** GA agrees to document and immediately notify Company's Privacy Office of its disclosure of any Protected Health Information for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy and Security Rules. With regard to each such disclosure, GA will provide Company's Privacy Office the date of the disclosure, the name of the entity or person who received the Protected Health Information, the address of such entity or person, if known, a brief description of all Protected Health Information disclosed, a brief statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.
 8. **Inspection of Internal Practices, Books and Records.** GA agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.
- D. **Return or Destruction of Confidential Information and Protected Health Information.** Upon termination of the Agreement, for any reason, GA will promptly return or destroy all Confidential Business Information. Upon written

request of Company, the destruction or return of such information shall be confirmed in writing. Upon termination of the Agreement, for any reason, GA shall return, if feasible, all Protected Health Information that GA maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of the Agreement shall be extended to the Protected Health Information and GA's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as GA maintains the Protected Health Information.

- E. Disclosures Required by Law or a Governmental Authority.** If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. GA shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment will be accorded such Confidential Information.
- F. Compliance with Laws.** GA shall comply with its obligations under the Agreement and under any applicable state or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.
- G. Amendment.** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to GA without the consent of GA. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and those of the Privacy and Security Rules, the Privacy and Security Rules shall control.
- H. Survival.** The respective rights and obligations of GA under this Confidentiality and Privacy Amendment shall survive the termination of the Agreement.
- I. Termination for Violation of this Confidentiality and Privacy Amendment.** Company may terminate the Agreement, effective immediately upon notice to GA, if GA has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By: Michelle A. Lebens

Name: Michelle A. Lebens

Title: SVP Business Information & Project
Management

Date: _____

**MUTUAL OF OMAHA INSURANCE COMPANY AND ITS AFFILIATES
BACKGROUND AND INFORMATION SHEET**

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Home Fax: _____

(optional)

Cell Phone: _____ E-mail Address: _____

(optional)

(optional)

Business Name: _____

(if applicable)

Personal Business Address: _____

***Note** – All correspondence (including compensation statements), will be mailed to the personal business address indicated. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.

Address for overnight packages (cannot be a P.O. Box): _____

Business Phone: _____ Business Fax: _____

Tax I.D. Number: _____ E-mail Address: _____

Please identify your Master General Agency (if applicable): _____

Errors and Omission Insurance Information:

In accordance with the requirements of Mutual of Omaha and its affiliates, I agree to maintain professional liability insurance (referred to as Errors & Omissions coverage) covering the sales and service of Mutual of Omaha and its affiliates insurance products.

The coverage is with _____

Carrier Name

In the amount of \$ _____

I will promptly notify Mutual of Omaha and its affiliates of any cancellation or major modifications to my coverage.

BACKGROUND EXPERIENCE. Note: Please read each question carefully. Failure to answer "Yes" below, when appropriate, may result in the denial of your request to be contracted.

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, the NASD, SEC or any other regulatory authority?
_____ Yes _____ No
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?
_____ Yes _____ No

PROVIDE A WRITTEN EXPLANATION AND APPLICABLE SUPPORTING DOCUMENTATION (i.e., court documents, insurance department documents, etc.) FOR ANY QUESTION TO WHICH YOU RESPONDED "YES". Please be sure to date and sign the written statement.

Candidate Signature

Date

FAIR CREDIT REPORTING ACT DISCLOSURE TO CONSUMERS

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, "Mutual of Omaha") will obtain consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer.

"Consumer Report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be appointed.

By signing below, I acknowledge the "Fair Credit Reporting Act Disclosure to Consumers" has been provided to me.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to make any investigation of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this inquiry will include information as to my general reputation, personal characteristics and mode of living.

AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the National Association of Securities Dealers, The Securities and Exchange Commission or any other person or organization having any records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such records, data and information to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Candidate Signature

Date

Print Name

Check Deposit Authorization



I, the undersigned, do hereby authorize Mutual of Omaha and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Mutual of Omaha and its affiliates has received notification from me of its termination in such time and in such manner as to afford Mutual of Omaha and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

☐ New Deposit or ☐ Change Deposit

Name of Bank _____

Bank Routing Number _____

☐ Checking Account No. _____

or

☐ Savings Account No. _____

Is This Electronic Deposit For:

☐ Company or ☐ Individual (check one)

Printed Name _____

Signature _____

Tax ID or Social Security Number _____

Producer Number _____

Effective Date _____

Telephone Number () - _____

Please remember to attach a voided check to verify account number.

Return completed form and copy of voided check to:

Mutual of Omaha Insurance Company or FAX to: 402-351-2646
Attn: 6 – Broker Compensation
Mutual of Omaha Plaza
Omaha, NE 68175

*Electronic Deposit is not available for all products. Please contact Sales Support for exclusions 800-775-7898.

MUTUAL OF OMAHA USE ONLY

Entered & Verified By _____ Date _____

PRODUCER PROFILE

Please complete this form and return to CPS. We must have a completed and signed form on file.

PRODUCER INFORMATION				
Name		Company/Corporation Name		
Fax		E-Mail Address		
Business Phone		Home Phone		
Business Street Address	Suite	City	State	Zip Code
Home Street Address	Apt. No.	City	State	Zip Code
Mail to? <input type="checkbox"/> Business <input type="checkbox"/> Home		Preferred method of correspondence? <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail		
Social Security No.		Tax ID No.		
Insurance License No.		Date of Birth – Day/Mo/Year		
Designations (Check all that apply) <input type="checkbox"/> CLU <input type="checkbox"/> CPCU <input type="checkbox"/> ChFC <input type="checkbox"/> RHU <input type="checkbox"/> CFP <input type="checkbox"/> LUTC <input type="checkbox"/> CIC <input type="checkbox"/> Other: _____				
Do you carry E&O insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? Name of carrier?		
Do you assign commissions? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? To whom?		
Are you securities licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Applicable Licenses? <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 22 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63		
If NASD registered, what is the name of your broker dealer				

Please go to next page

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Print Name

Sign Name

Date

Thanks for doing business with CPS Insurance Services!