

# Securian Independent Producer Appointment Requirements Checklist

Securian Life Insurance Company

This checklist is included to guide you with the items that are required for contracting and appointment. The checklist is provided with the assumption that you have thoroughly read and understand each document.

1. Independent Producer Agreement * Note - Commission schedule included	<input type="checkbox"/> Page 1 – Producer’s legal name (Corporate contract also requires Agency legal name)
	<input type="checkbox"/> Page 6 – Sign & Title
2. HIPAA Business Associate Addendum	<input type="checkbox"/> Page 1 – Producer’s legal name (Corporate contract also requires Agency legal name)
	<input type="checkbox"/> Page 8 – Date, Sign, & Title
3. Independent Producer Data Sheet	<input type="checkbox"/> Page 1 – each box that applies is required
	<input type="checkbox"/> Page 2 – each line requires one box to be checked
	<input type="checkbox"/> Print Name, Sign, & Date
4. Form W9 * federal instructions included	<input type="checkbox"/> The form should include ONLY THE PAYEE information, with only the one Tax Identification Number If you elect to assign commissions, the W9 should reflect the Assignee (see #6 below)
5. Licensing per state regulations	<input type="checkbox"/> Copy of Producer’s current insurance license for each state in which you request appointment
	<input type="checkbox"/> Corporate contract - also include copies of the Agency license(s)
6. Assignment of Commissions (optional) (for broker to direct payments to another party)	<input type="checkbox"/> Assignor name and telephone number
	<input type="checkbox"/> Assignee information (the party to whom payments will be made)
	<input type="checkbox"/> Date & Sign
7. Automated Clearinghouse Authorization Agreement (optional) (ACH - for direct deposit)	<input type="checkbox"/> Fill each box of the information section
	<input type="checkbox"/> Authorized Individual – Sign, Date, & Title
	<input type="checkbox"/> Copy of void check or deposit slip
8. Online Commission Reports (optional) (available for Payee only)	<input type="checkbox"/> If you are the direct Payee or an officer of the company, you may receive payment reports online

Submitted By: \_\_\_\_\_

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

SEND COMPLETED DOCUMENTS TO:

Email: **SecurianAgentAppointments@SecurianDental.com**

Fax: **1.866.440.8787**

Postal: Securian Agent Appointments  
730 South Broadway  
Gilbert, MN 55741

More Information: [www.SecurianDental.com](http://www.SecurianDental.com)

Toll-free 1.866.201.1818 Option 2



Securian Life Insurance Company

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730 South Broadway  
Gilbert, MN 55741

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Fax: 1.866.440.8787

## INDEPENDENT PRODUCER AGREEMENT

\_\_\_\_\_  
Insurance Agent (“Producer”)

\_\_\_\_\_  
Insurance Agency (“Producer’s” Agency)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Tax Identification Number

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

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

This Agreement is made by the above-named Producer (also “you,” “your”, or “yours”) and Securian Life Insurance Company, a Minnesota corporation (the “Company”).

1. **APPOINTMENT:** The Company appoints and authorizes you, as an independent contractor, to solicit the sale of and sell the Company’s group dental insurance policies listed in the Company’s Commission Schedule provided to you (the “Policies”) according to the terms hereof within the territory assigned to you in the Commission Schedule. This territory is not assigned exclusively to you.

2. **DECARE Analytics:** You acknowledge that the Company has designated DeCare Analytics (the “Consulting Company”) as its designee to perform certain obligations of the Company under this Agreement. You agree to perform your duties hereunder pursuant to the direction of and respond to the inquiries from the Consulting Company as if such directions and inquiries were received from the Company.

3. **RESPONSIBILITIES:**

(a) You are authorized: (1) to collect initial premiums for the Policies made payable to the Company; and (2) to remit these initial premiums in full immediately to the Company or its designee without making any deductions therefrom. Premium must be only in the form of check, draft, or money order made payable to the Company. You should never accept cash or deposit an initial premium check, draft or money order to your personal or business account.

(b) All premiums and any other funds due the Company which come into your possession are received in a fiduciary capacity only, and you will handle such premiums and other funds in accordance with law, and you will remit such premiums and other funds immediately to the Company.

(c) You will: (1) promote the sale of the Policies according to the Company's underwriting guidelines which are communicated to you; (2) strive to achieve an underwriting profit on the Policies sold by you; (3) meet in a manner fully consistent with (1) and (2) of this Section 3(c) any sales quotas set for you by the Company.

(d) You will conduct your business affairs in a highly responsible and reputable manner designed to further the interests of the Company.

(e) While this Agreement is in effect, you will maintain errors and omissions insurance with limits of liability and deductible amounts, and issued by a carrier, acceptable to the Company.

(f) Neither the Company nor the Consulting Company is liable to you or to any other person for any expenses you incur or for damages of any kind or nature caused by you, and you will defend and protect the Company, the Consulting Company and their affiliates, and hold the Company, the Consulting Company and their affiliates, harmless against the claim or demand of any person for damages by reason of any willful or unauthorized or negligent act or omission of yours.

(g) You shall not be liable to the Company, the Consulting Company nor any other person, for any expenses the Company or the Consulting Company incurs or for damages of any kind or nature caused by an employee or agent of the Company or the Consulting Company. The Company and the Consulting Company will indemnify and defend you against the claim or demand of any person for damages by reason of any willful or unauthorized or negligent act or omission of the Company or the Consulting Company or an employee or agent of the Company or the Consulting Company.

#### 4. **LIMITS OF AUTHORITY:**

(a) If you desire to place advertising which names the Company, you must first receive the written approval of the Company or its designee.

(b) You have no authority to modify or waive any term of any insurance application, Policy, or underwriting guideline or rate pertaining to a Policy.

(c) You may not bind the Company on any type of contract other than the Policies, or do any other thing on behalf of the Company not expressly authorized herein.

#### 5. **PROCEDURE:**

(a) The Company or its designee will bill policyholders directly and will collect from policyholders all premiums subsequent to the initial premium paid in connection with any issued Policy, and all such premiums will be payable by the policyholder directly to the Company or its designee. You will strive to ensure that all premium payments made by policyholders, subsequent to the initial premium payment, are paid directly to the Company or its designee. You will service all Policies sold by or referred to you in a manner calculated to maintain friendly relations among policyholders, you and the Company.

(b) The acceptance, continuance, cancellation, and rejection of insurance coverages and payment of all claims rest exclusively with the Company or its designee. Should the Company or its designee for any reason refund any premiums on a Policy written by or referred to you, you will be liable for the repayment of any commissions received on such refunded premiums.

**6. COMPENSATION:**

(a) As compensation for the sales and services you render hereunder, you will be paid commissions for the Policies you sell and service, and which are paid for, according to the terms of the Company's Commission Schedules.

(b) You agree to comply with all regulatory requirements related to the disclosure of broker or agent compensation.

(c) The Company or its designee may: (1) upon 15 days' prior written notice to you, add new Policies to, or delete any Policy from, the Company's Commission Schedules; (2) upon 15 days' prior written notice to you, change any premiums for Policies to be sold thereafter; or (3) upon 30 days' prior written notice to you, change the commission payable on any Policy or modify the Company's Commission Schedules in any manner.

(d) The Company or its designee may deduct from your commissions and other compensation the amount of any of your short remittances of premiums or other indebtedness to the Company, and if current commissions and other compensation due you are not sufficient to offset the amount of such short remittances or indebtedness, you will immediately remit such difference to the Company or its designee upon demand.

**7. TERMINATION:**

(a) This Agreement may be terminated by the Company, its designee or you, without assigning cause, upon 30 days' prior written notice delivered personally or sent by overnight courier or certified mail with postage fully prepaid to the other party at the addresses shown in this Agreement, and may be terminated by the Company or its designee, for cause, at any time upon written notice to you. As used in the preceding sentence, "for cause" includes, but is not limited to, a single instance of: (1) mishandling or misappropriation of premium by you or an employee or agent of yours; (2) failure to follow the Company's underwriting guidelines communicated to you; (3) your violation of any term of this Agreement; or (4) your violation of any applicable statute, regulation, or other law.

(b) Upon termination of this Agreement, you will remove immediately from your place of business, at your expense, all signs relating to the Company, and you will cease to hold yourself out to anyone as the Company's agent.

(c) Upon termination of this Agreement, you will be entitled only to commissions which are then unconditionally due and payable, less the amount of any and all obligations of yours due or to become due the Company, including, but not limited to: (1) premiums; (2) commission

returns on terminated Policies; (3) the replacement cost of unreturned or damaged signs, manuals, rate books, and supplies; (4) the cost of reconstructing undelivered or incomplete files and records necessary to service the Company's insureds or insurance business; and (5) all of the other costs of the Company or its designee resulting from your failure to comply with the terms of this Agreement. Any amount you are entitled to hereunder upon termination of this Agreement will be paid to you as soon as practicable after such termination.

(d) Upon written notice of the termination of this Agreement, the Company or its designee will be entitled to immediate possession of, and, upon the Company's or its designee's request, you will deliver to the Company all files and records necessary to service the Policies, and the Company or its designee will, after such delivery, be responsible for the servicing of such insureds and insurance business. Upon termination of this Agreement, the Company or its designee will be entitled to immediate possession of, and within 24 hours after such termination, you will deliver to the Company or its designee: (1) any and all files and records necessary to service the Company's insureds or insurance business which were not previously returned to the Company or its designee; (2) all material bearing the name or insignia of the Company, including all signs, manuals, rate books, forms, sales aids, stationery, envelopes, applications, and Policies; and (3) any and all other material or property furnished by or owned by the Company or necessary to service the Company's insureds or insurance business.

## 8. GENERAL PROVISIONS:

(a) You are an independent contractor, not an employee. You agree that because you are engaged in your own independent business, you will not participate in any pension or retirement (including, but not limited to, annuity) benefits or be eligible for unemployment compensation benefits or workers compensation benefits from or through the Company. You will: (1) Exercise your own judgment with respect to, and be responsible for, controlling the manner of your performance hereunder; (2) Be responsible for scheduling and controlling the number of hours to be worked; (3) Be responsible for providing your place of business and business equipment, at your expense; (4) Be compensated for services performed hereunder only in direct relation to sales produced and in accordance with the current applicable company commission schedules; (5) Secure an employer identification number, if necessary, and maintain detailed records of income and expense with respect to the services performed hereunder adequate to prepare federal and state income tax returns; and (6) Timely file all tax returns and reports required of self-employed independent contractors by federal, state, and local government authorities. You acknowledge that neither the Company nor its designee will withhold any taxes from your earnings, or pay any taxes on your behalf, and that you are solely responsible for the payment of all taxes directly or indirectly related to the payment of compensation for your services hereunder. You will secure and maintain in force your own Workers' Compensation coverage (or similar coverage, if not qualified therefore) and public liability insurance coverage with limits of liability acceptable to the Company, and you will provide certificates of such coverages to the Company upon request such certificates will provide, among other things that no such coverage may be modified or terminated without at least 10 days' prior written notice to the Company.

(b) The Company or its designee may during ordinary business hours inspect, audit, and copy any or all of your files, books, accounts, and records relating to the dental insureds or insurance business.

(c) Except as provided in Sections 6(b) and 7(f) of this Agreement, this Agreement may be amended only in a written instrument signed by the parties.

(d) This Agreement shall be binding upon the parties, their successors and permitted assigns. Neither party shall assign its rights, duties or obligations hereunder without obtaining the consent of the other party, except that Securian may assign its rights, duties and obligations hereunder to another insurance company designated by the Consulting Company. By entering into this Agreement, you agree to such assignment by Securian to an insurance company designated by the Consulting Company without any further action or obligation on the part of Securian.

(e) If any term of this Agreement violates any applicable statute, regulation, or other law in your territory, that term is hereby automatically amended to conform to the minimum relevant requirements, if any, provided under such statute, regulation, or other law.

(f) Failure of the Company to insist upon compliance with any of the terms of this Agreement or with any of the instructions or the underwriting guidelines communicated to you will not be construed as a waiver thereof unless the Company or its designee in each instance so provides in writing, but all of the same will continue in full force and effect. You understand and agree that the Company and its designee reserves the right to be inconsistent in administering producer agreements from one person to another, and you hereby waive any and all claims based upon or arising out of any such inconsistency.

(g) You acknowledge having read and understood this Agreement in its entirety and having had an opportunity to consult with legal or other counsel regarding this Agreement prior to signing the same.

(h) Any right of the Company regarding any of your duties hereunder may be enforced in any appropriate manner including, but not limited to, injunctive or other equitable relief when the circumstances justify the same.

IN WITNESS WHEREOF, you and, by their authorized representatives, the Company have executed this Agreement effective as of the day and year first written above.

PRODUCER:

SECURIAN LIFE INSURANCE COMPANY:

By  
Title:

By  
Title:

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PRODUCER

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SECURIAN LIFE INSURANCE COMPANY



# Independent Producer Commission Schedule

Securian Life Insurance Company

## Pool Rated Plans

Pool rated plans include any Securian Dental Voluntary or Employer-Paid products sold on a pool rated basis. All Pool rated groups covered by this Agreement are sold at rates pre-established by Securian Life.

Commissions are paid monthly. Commissions for first-year sales and renewals are calculated on a per group basis, with each group assigned a start date. The commission for each group is a percentage of premiums paid to-date, based on a tiered scale, with the scale re-setting every 12 months at the anniversary of the start date.

Commission Rate		Premium Paid
10%	of the first	\$ .01 - \$ 5,000.00 then,
7.5%	of the next	\$ 5,000.01 - \$ 10,000.00 then,
5.5%	of the next	\$ 10,000.01 - \$ 30,000.00 then,
3.5%	of the next	\$ 30,000.01 - \$ 50,000.00 then,
2.5%	of the next	\$ 50,000.01 - +

## Individually Rated (Custom) Plans

### **Group Size**

100 + Risk & ASO Business

You may request specific levels of compensation for individually rated opportunity.

Commissions at the rate provided in the above schedule are subject to the terms and conditions of the Independent Producer Agreement. Commissions shall be paid to the Producer as long as Producer: (1) is continuously and actively engaged as a licensed producer; (2) is designated by the group named in the Master Dental Group Contract as the Producer with respect to such group; servicing the group in a manner satisfactory to Securian Life; and (3) the original Master Dental Group Contract for which the commissions are being paid has not been terminated.

Securian Dental is underwritten by Securian Life Insurance Company and administered by DeCare Dental Health International, LLC  
In California, Securian Dental is underwritten by Securian Life Insurance Company, offered through DeCare Dental Insurance Services, LLC  
and administered by DDHI Administrators, LLC.

Securian Agent Appointments · 730 South Broadway · Gilbert, MN 55741  
Toll-free 866.201.1818 Option 1 · Fax 877.631.8953 · Securian\_Commission@SecurianDental.com  
[www.SecurianDental.com](http://www.SecurianDental.com)

# HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum is entered into by and between Securian Life Insurance Company (“Covered Entity”) and \_\_\_\_\_ and \_\_\_\_\_ (“Business Associate”) and is incorporated into and is made part of the Dental Commission Agreement, (the “Agreement”) entered into by and between the parties.

## SECTION 1 – BUSINESS ASSOCIATE PROVISIONS

- 1.1 **Introduction.** Pursuant to the Agreement, Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use and disclosure of Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Parts 160 and 164 (“Privacy Regulations”). This Section 1 is intended to meet the requirements of the “business associate” provisions of Privacy Regulations and will govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information.
- 1.2 **Permitted Uses and Disclosures**
- (a) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Agreement and as permitted or required by this Addendum or the Privacy Regulations.
  - (b) Business Associate may use or disclose Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.
  - (c) Business Associate may disclose Protected Health Information for the proper management and administration of its business, if
    - i. the disclosures are required by law, or
    - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
  - (d) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity.
- 1.3 **Limitations on Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates or receives on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 1.4 **Additional Obligations of Business Associate.** Except as otherwise specified herein, the provisions of this Paragraph 1.4 apply only to Protected Health Information that Business Associate creates or receives on Covered Entity’s behalf.

- (a) Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum.
- (b) Reporting and Mitigation. Business Associate will report to Covered Entity any use or disclosure of Protected Health Information by Business Associate not provided for by this Addendum within ten (10) business days of its discovery by Business Associate. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure in violation of this Addendum.
- (c) Agents and Subcontractors. Business Associate will ensure that any agent or subcontractor to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply by and through this Addendum to Business Associate with respect to such information.
- (d) Access to Designated Record Set. At the request of Covered Entity, and in the time and manner designated by Covered Entity, Business Associate will provide access to Protected Health Information in a Designated Record Set to Covered Entity, or as directed by Covered Entity, or to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.
- (e) Amendment of Protected Health Information. Following its receipt of a written request from Covered Entity or an Individual, Business Associate will incorporate any Amendment to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to in accordance with the Privacy Regulations.
- (f) Disclosure Accounting. Following its receipt of a written request from Covered Entity, Business Associate will make available to Covered Entity any information it may reasonably need for it to provide an accounting of disclosures made by Business Associate of an Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.
- (g) Access to Business Associate's Internal Records. Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or the Secretary, for the purposes of the Secretary's determining Covered Entity's compliance with the Privacy Regulations.

#### 1.5 **Disposition of Protected Health Information.**

- (a) Term. The Term of this Addendum will begin and become effective on the compliance date applicable to Covered Entity under the Privacy Regulations, and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Paragraph 1.5.
- (b) Termination. In the event that Covered Entity discovers and determines that Business Associate materially breached or violated any of its obligations under this Addendum, Covered Entity will notify Business Associate of such breach in writing. Covered Entity may terminate the Agreement or may provide Business Associate with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a

mutually agreed upon period of time. If Business Associate's attempts to cure the breach or end the violation are unsuccessful within that period without limiting the rights of the parties under the Agreement, Covered Entity may terminate the Agreement.

(c) Effect of Termination.

- i. Except as provided in paragraph (ii) of this sub-paragraph, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## SECTION 2 – TRADING PARTNER PROVISIONS

- 2.1 **Introduction.** This Section 2 applies to the extent that Business Associate and Covered Entity conduct electronic transactions that are subject to HIPAA, 45 C.F.R. Parts 160 and 162 (the "Electronic Transactions Regulations"). The Business Associate may be considered a "trading partner" of the Covered Entity under the Electronic Transactions Regulations. This Section 2 will govern the terms and conditions under which electronic transactions are conducted.
- 2.2 **Compliant Transactions.** Transactions related to health care and required by HIPAA between Covered Entity and Business Associate, their agents or another health plan will be transmitted in an applicable standard under HIPAA ("Standard Transaction").
- 2.3 **Trading Partner Provisions.** With respect to a Standard Transaction, Covered Entity and the Business Associate agree that they will not:
  - (a) Change the definition, data condition, or use of a data element or segment;
  - (b) Add any data elements or segments to the maximum defined data set;
  - (c) Use any code or data elements that are either marked "not used" in the standard implementation specification or are not in the standard's implementation specifications; nor
  - (d) Change the meaning or intent of the standard's implementation specifications.

- 2.4 **Business Partner Provisions.** The Business Associate will comply with HIPAA requirements applicable to Standard Transactions and require its agents and subcontractors to comply with HIPAA requirements applicable to Standard Transactions.

### SECTION 3 – ELECTRONIC SECURITY PROVISIONS

- 3.1 **Introduction.** This Section 3 applies to the extent electronic data will be exchanged between the Business Associate and Covered Entity. The Business Associate may be considered a Business Associate of the Covered Entity under HIPAA, 45 C.F.R. Parts 160 and 164 (the “Security Regulations”). This Section 3 will govern the terms and conditions under which electronic data is exchanged.
- 3.2 **Security Regulations.** Business Associate agrees to:
- (a) 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, maintains or transmits on behalf of the Covered Entity;
  - (b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;
  - (c) Report to the Covered Entity any Security Incident of which it becomes aware;
  - (d) Authorize termination of the Agreement if the Covered Entity determines that the Business Associate has violated a material term of the Agreement.

### SECTION 4 – GENERAL PROVISIONS

- 4.1 **Definitions.** All terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.
- 4.2 **Conflict.** Except as specifically set forth herein, all terms of the Agreement will continue in full force and effect. In the case of any conflict among the provisions of this Addendum and the Agreement, the terms of this Addendum will prevail.
- 4.3 **Interpretation.** Any ambiguity in this Addendum will be resolved in favor of a meaning that complies and is consistent with the Privacy Regulations. This Addendum and all other agreements between Covered Entity and Business Associate will be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Regulations.
- 4.4 **Survival.** This Addendum will survive the expiration or termination of the Agreement and remain in full force and effect for so long as Business Associate or any of its agents or contractors remain in possession, pursuant to Paragraph 1.4(c) hereof, of any Protected Health Information that Business Associate creates or receives on Covered Entity’s behalf, and will terminate immediately thereafter.
- 4.5 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity, except as otherwise provided herein.

- 4.6 **Indemnity.** Business Associate will indemnify and hold harmless Covered Entity and Covered Entity's affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Addendum by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.
- 4.7 **Conformance with Law.** Upon the effective date of any final regulation or amendment to final regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard transactions, this Addendum and the Agreement of which it is part will automatically amend such that the obligations they impose on the Business Associate remain in compliance with these regulations.
- 4.8 **Governing Law.** This Addendum will be governed by and construed in accordance with the laws of the state of Minnesota to the extent not preempted by applicable federal law.
- 4.9 **No Third Party Beneficiaries.** Nothing express or implied in this Addendum confers upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 4.10 **Breach.** "Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted by 45 C.F.R. part 164, subpart E which compromises the security or privacy of such information (meaning that it poses a significant risk of financial, reputational, or other harm to the individual). A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the PHI. "Breach" does not include: (1) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate if such acquisition, access, or use was made in good faith and within the course and scope of the authority and does not result in further use or disclosure in a manner not permitted by 45 C.F.R. part 164, subpart E; (2) any inadvertent disclosure by a person who is authorized to access PHI at a Business Associate to another person authorized to access PHI at the Business Associate, and any such information received as a result of the disclosure is not further used or disclosed in a manner not permitted by 45 C.F.R. part 164, subpart E; or (3) a disclosure of PHI where the Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably be able to retain such information.
- 4.11 **Breach Notification Requirements.** "Breach Notification Requirements" means the requirements of 42 U.S.C. § 17932 and regulations issued there under, including 45 C.F.R. part 164, subpart D.
- 4.12 **HITECH.** "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act and any accompanying regulations, as the same may be amended from time to time.
- 4.13 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E
- 4.14 **Security Rule.** "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.
- 4.15 **1.6 Unsecured Protected Health Information.** "Unsecured Protected Health Information" or "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009).

## SECTION 5 – COMPLIANCE WITH HITECH

**5.1 Security Regulations.** Business Associate shall comply with each of the security regulations set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 in the same manner that such sections apply to the Covered Entity.

**5.2 Breach Notification.** Business Associate shall notify Covered Entity within 5 days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Business Associate becomes aware.

**5.3 Request for Restrictions on Disclosure of PHI.** If required by Section 13405 of HITECH (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

**5.4 Breach by Covered Entity.** Effective only if required under Section 13404 of HITECH, if Business Associate knows of a pattern of activity or practice of Business Associate or Covered Entity that constitutes a material breach or violation of the Covered Entity's obligation under the Addendum, Business Associate must take reasonable steps to cure the breach or end the violation, and, if such steps are unsuccessful, terminate the Addendum or report the problem to the Secretary if termination is infeasible.

### **5.5 Minimum Necessary Uses and Disclosures.**

- (a) **Minimum Necessary Standard.** Business Associate shall limit its use and disclosure of PHI to the "minimum necessary," as set forth in guidance that the Secretary will issue. From February 17, 2010 until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R. § 164.514 (e) (2), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. In the case of disclosure of PHI, the Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of the disclosure.
- (b) **Exceptions to Minimum Necessary Standard.** Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of 45 C.F.R. part 164, subpart E.

**5.6 Access to and Accounting of Disclosures of Electronic Health Records.** If and to the extent Business Associate uses or maintains an electronic health record, as that term is defined in Section 13400 of HITECH, with respect to PHI, Business Associate shall respond to requests from Individuals for an accounting of disclosures as described in § 13405(c) of HITECH if, and when, required by § 13405(c) of HITECH. Business Associate acknowledges that Covered Entity will, in response to a request for an accounting by an Individual, provide a list of all business associates with contact information, as permitted by § 13405(c)(3)(B). Additionally, an Individual shall have a right to obtain a copy of an electronic health record with respect to PHI in an electronic format, if the Individual chooses, and to direct Business Associate to transmit such copy to an entity or person designated by the Individual, provided the designation is clear, conspicuous and specific.

Any fee for providing such electronic copy (or a summary or explanation of such information) shall not be greater than the Business Associate's labor costs in responding to the request for the copy (or summary or explanation).

#### **5.7 Remuneration for PHI.**

- (a) Except as set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.
- (b) Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health activities (as described in 45 C.F.R. § 164.512(b)); (2) for research, as described in 45 C.F.R. §§ 164.501 and 164.512(i), and the price charged reflects the cost of preparation and transmittal of the data for such purpose; (3) for the treatment of the Individual, subject to any applicable regulation that the Secretary may promulgate to prevent PHI from inappropriate access, use, or disclosure; (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity with another covered entity under 45 C.F.R. § 160.103, or an entity that following such activity will be considered a covered entity, and due diligence related to such activity; (5) for remuneration that is provided by Covered Entity to Business Associate for the purpose of providing services to Covered Entity; (6) to provide an Individual with a copy of the Individual's PHI pursuant to 45 C.F.R. § 164.524; and (7) as otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the other exceptions in this paragraph (b).
- (c) This Section 2.7 is effective on the date that is six (6) months after the date of promulgation of final regulations to implement Section 13405(d) of HITECH.

#### **5.8 Marketing Restrictions.**

- (a) Business Associate shall not consider communications by Business Associate that meet the definition of marketing set forth in 45 C.F.R. § 164.501 to be part of the term health care operations as set forth in 45 C.F.R. § 164.501 (unless the communication is made as described in subparagraph (i), (ii) or (iii) of paragraph (1) in the definition of marketing set forth in 45 C.F.R. § 164.501).
- (b) Business Associate shall not consider communications by Business Associate that fall within the exceptions to the term marketing as set forth in 45 C.F.R. § 164.501(1)(i), (ii), or (iii) to be part of the term health care operations as set forth in 45 C.F.R. § 164.501 if the Business Associate receives or has received direct or indirect remuneration in exchange for making such communications, unless: (1) the communications describe only a drug or biological that is currently being prescribed for the recipient of the communication, and the payment received in exchange for making the communication is reasonable in amount, as defined by the Secretary in regulation; or (2) the communication by Business Associate is consistent with the Addendum and this Amendment.

**5.9 Fundraising Limitations.** Business Associate shall ensure that any fundraising communication Business Associate makes that is a health care operation as defined in 45 C.F.R. § 164.501 provides in a clear and conspicuous manner the opportunity for the recipient of the communication to elect not to receive any further such communications. Business Associate shall ensure that all Individuals electing not to receive any further such fundraising communications do not receive any further such communications.

**SECTION 6 – MISCELLANEOUS**

**6.1 Regulatory References.** A reference in this Amendment to a section in HITECH or the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

**6.2 Modification.** Business Associate and Covered entity agree to take such action as is necessary to amend this Amendment from time to time as is necessary for Covered Entity to comply with the requirements of HITECH and HIPAA.

**6.3 Effect on Addendum.** Except as specifically required to implement the purposes of this Amendment, or to the extent inconsistent with this Amendment, all other terms of the Addendum shall remain in full force and effect.

**6.4 Interpretation.** Any ambiguity in this Amendment shall be resolved in favor of a meaning that permits Covered Entity to comply with HITECH.

**IN WITNESS WHEREOF**, the parties have each caused this Amendment to be executed by an authorized officer, as of the date below.

**Securian Life Insurance Company**

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Business Associate**

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Independent Producer Data Sheet

Securian Agent Appointments  
730 South Broadway • Gilbert, MN 55741

Toll-free 1.866.201.1818 Option 2  
Fax 1.866.440.8787



## GENERAL INFORMATION

Name (first, middle, last) indicate your full legal name as it appears on your insurance license			Nickname
Residence address - REQUIRED (number, street name and apartment or unit number)			
City	State	Zip code	Residence telephone number
Sex <input type="checkbox"/> M <input type="checkbox"/> F	Birth date (mo/day/yr)	Social Security number	Business telephone number
Business address - REQUIRED (number, street name and unit number)			Business fax number
City	State	Zip Code	Personal/secondary email address (in case of agency change)
Representative's business email address			
<b>Complete if agency is named on the agreement:</b>			Federal tax ID number
Business entity name (legal name as it appears on tax forms)			Business telephone number
Business address - REQUIRED - (number, street name and unit number)			Business fax number
City	State	Zip code	Business fax number

## STATE LICENSE AND APPOINTMENT

- A valid license must be held in each state.
- Appointment is required before first solicitation occurs in pre-appointment state(s).
- Copies of your insurance license(s) must accompany this form.

List all states where you intend to sell, solicit or negotiate insurance:

\_\_\_\_\_

**PLEASE COMPLETE ALL QUESTIONS ON NEXT PAGE**

### **THIS SECTION TO BE COMPLETED BY SECURIAN:**

*If MGA relationship exists, please complete information below.*

*If no MGA relationship, check here*

MGA name	MGA agent number
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**Securian Dental is underwritten by Securian Life Insurance Company and administered by DeCare Dental Health International, LLC**  
In California, Securian Dental is underwritten by Securian Life Insurance Company, offered through DeCare Dental Insurance Services, LLC and administered by DDHI Administrators, LLC.

**PRODUCER DECLARATION**

If you answer "Yes" to any questions, attach a signed written explanation with all relevant information and supporting documents.

	YES	NO
1. Have you, or an organization over which you exercised management or policy control:		
a. filed a bankruptcy petition or been the subject of an involuntary bankruptcy provision in the last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever been charged with, indicted for, convicted of or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you individually, or has a company you exercised control over, ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended, cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any state or federal regulatory agency, legal body or self-regulating authority:		
a. ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever filed a complaint against you?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently party to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever been or are you currently involved with, or party to:		
a. any litigation?	<input type="checkbox"/>	<input type="checkbox"/>
b. the subject of any investigation?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been discharged or permitted to resign because you were accused of:		
a. violating investment or insurance-related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>
b. fraud or the wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
c. failure to supervise in connection with investment or insurance-related statutes, regulation, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>

**FAIR CREDIT REPORTING ACT DISCLOSURE**

This is to inform you that as part of our procedure for processing your appointment request, an investigative consumer report will be made which may include information as to your background, mode of living, character, general reputation, and personal characteristics. By completing and signing this appointment request, you are indicating that you understand and specifically authorize our procurement of this investigative consumer report.

**PRODUCER AUTHORIZATION AND SIGNATURE**

I acknowledge and agree that this Producer Data Sheet does not constitute a contract of any kind. I hereby authorize the Securian Financial Group company (hereinafter referred to as "the Company") that I have requested appointment with, and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this application and/or obtaining other information which may be material to my qualifications for my appointment.

I hereby consent to the Company obtaining such information from time to time, as the Company in its sole discretion, deems necessary. I further consent to the disclosure of the Producer Data Sheet and background information to government or regulatory agencies.

I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources, or from the furnishing of the same.

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application. I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Independent Producer Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

Producer name (first, middle, last):

Producer signature <b>X</b> :	Date:
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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 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. citizen or other U.S. person (defined below).

**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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# Assignment Of Commissions

Securian Life Insurance Company

AGENT NUMBER:  
(designated by Securian Life)

NAME OF ASSIGNOR (Agent/Producer)		TELEPHONE NO.
NAME OF ASSIGNEE		ASSIGNEE'S FED. TAX I.D. NO.
ADDRESS OF ASSIGNEE (Street, City, State, Zip)		TELEPHONE NO.

For and in consideration of one dollar and other good and valuable considerations, the receipt and sufficiency of which are hereby admitted by the Assignor, the Assignor does hereby assign, transfer, and set over unto the Assignee all of the Assignor's right, title, and interest in and to any and all commissions due or to become due the Assignor under the above-described Contract.

The receipt by the Assignee of amounts paid in accordance herewith shall release and discharge Securian Life of and from all liability therefore.

Amounts assigned hereby shall not be payable hereunder unless and until they become due and payable under the terms of the Contract.

It is understood that Securian Life, by consenting to this assignment, shall not be held to waive its rights to offset at any time against any amounts due under the Contract the amount of any debts owed by the Assignor to Securian Life or to any applicant for dental insurance in Securian Life, irrespective of when such debts are incurred; nor shall Securian Life be held to waive any claims which it may otherwise have under the Contract. Extension or postponement of time of payment of any debt due at any time from the Assignor to Securian Life shall not prejudice the rights of Securian Life.

## ASSIGNOR

EFFECTIVE DATE OF ASSIGNMENT	SIGNATURE OF WITNESS	SIGNATURE OF ASSIGNOR
------------------------------	----------------------	-----------------------

## SECURIAN LIFE

DATE OF SIGNATURE	SIGNATURE OF AUTHORIZED OFFICER
-------------------	---------------------------------

Securian Dental is underwritten by Securian Life Insurance Company and administered by DeCare Dental Health International, LLC. In California, Securian Dental is underwritten by Securian Life Insurance Company, offered through DeCare Dental Insurance Services, LLC and administered by DDHI Administrators, LLC.

Securian Agent Appointments · 730 South Broadway · Gilbert, MN 55741  
Toll-free 866.201.1818 Option 1 · Fax 877.631.8953 · [Securian\\_Commission@SecurianDental.com](mailto:Securian_Commission@SecurianDental.com)  
[www.SecurianDental.com](http://www.SecurianDental.com)



# Automated Clearinghouse Authorization Agreement

Securian Life Insurance Company

Securian is hereby authorized to credit our bank account through the Automated Clearinghouse (ACH) for the Total Amount Owed according to the monthly commissions' statement. The pre-authorized deposits are generally made by the tenth (10th) business day of the following month.

Payee Name \_\_\_\_\_

Federal Tax ID# or Vendor ID \_\_\_\_\_

Bank Name \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Type of Account

Checking

Savings

Bank Account Name \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

(found between these symbols   at the bottom of your check)

**Authorized Individual  
of the Account**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

**PLEASE INCLUDE A VOIDED CHECK OR DEPOSIT SLIP**

SEND COMPLETED DOCUMENT TO:

**Email: Securian\_Commission@SecurianDental.com**

**Fax: 1.877.631.8953**

Postal: Securian Agent Appointments  
730 South Broadway  
Gilbert, MN 55741

More Information: [www.SecurianDental.com](http://www.SecurianDental.com)

Toll-free 1.866.201.1818 Option 1



## Commission Reports User Request Form

Securian Life Insurance Company

### Requirements for Online Commission Report Access:

- ✓ Must be paid commissions directly  
(if you are a broker that assigns commissions to your agency, only your agency may request a UserID)
- ✓ Must have an assigned Vendor ID  
(this will appear on your first commission payment)

**You will receive confirmation by email when your secure access setup is complete.**

### Payee Information:

Vendor ID #			
Type of Payee:	<input type="checkbox"/> Broker	<input type="checkbox"/> Agency	Agency Name: Agency federal Tax Identification Number:

Main Contact  
Name:

Main Contact  
Title:

Main Contact  
Email:

Main Contact Phone:

Signature

Date

### For Commission Department Use:

Date Received: Agent ID: Date/Initial: Assigned UserID: Assigned Password:

SEND COMPLETED DOCUMENT TO:

**Email: Securian\_Commission@SecurianDental.com**

**Fax: 1.877.631.8953**

Postal: Securian Agent Appointments  
730 South Broadway  
Gilbert, MN 55741

More Information: [www.SecurianDental.com](http://www.SecurianDental.com)  
Phone 1.866.201.1818 Option 1