

## Exhibit B Commission Schedule Supplement

Effective date: January 1, 2022

This Commission Schedule Supplement sets forth certain commissions to be paid pursuant to the Appointment and Commission Agreement (the "Agreement") entered into by Kaiser Foundation Health Plan of Washington (hereinafter referred to as KFHPWA) and Producer. It is incorporated as part of Exhibit B to the Agreement and applies to all individual and family plan business.

## CONTINUOUSLY ACTIVE MEMBERS EFFECTIVE PRIOR TO JANUARY 1, 2019 | \$264 PMPY\*

1. For active clients whose continuous coverage was in force prior to January 1, 2019, who are renewing on an individual or family plan January 1, 2022, KFHPWA agrees to pay Producer a per member per year (PMPY) lump sum commission based on the first month of their effective date reconciled premiums for active individual and family contracts in accordance with the following schedule.

For purposes of this supplement, reconciled premiums are premium amounts billed for subscriber and dependent's coverage only that are received and retained for a full month.

Any plan changes made by current clients (enrolled prior to January 1, 2019) during open enrollment or during a valid special enrollment period will continue to be paid at renewal rate.

Commissions for newly added dependents to an existing plan in place before January 1, 2019, will be paid at the renewal commission rate of \$264 PMPY. **Please note** that the commission rate is based on the subscriber and his or her effective date. If the subscriber changes and his or her effective date is prior to January 1, 2019, the producer will be paid \$264 PMPY regardless of the effective dates of other enrolled members.

Clients who enrolled prior to January 1, 2019, and add a Producer of Record during the year, Producer will be paid the total \$264 PMPY.

## MEMBER EFFECTIVE JANUARY 1, 2019, AND AFTER | \$192 PMPY\*

2. For enrollment effective January 1, 2019, and after, KFHPWA agrees to pay Producer a per member per year (PMPY) lump sum commission based on the first month of their effective date reconciled premiums for active individual and family contracts in accordance with the following schedule.

For purposes of this supplement, reconciled premiums are premium amounts billed for subscriber and dependent's coverage only that are received and retained for a full month.

The full \$192 PMPY will be paid regardless of the subscriber and each dependent's (if applicable) effective date of coverage for 2022.

Any plan changes made by clients (enrolled on or after January 1, 2019) during open enrollment or during a valid special enrollment period will continue to be paid at the \$192 PMPY rate.

Commissions for newly added dependents to an existing plan in place January 1, 2019, and after will be paid at the new sales commission rate of \$192 PMPY. **Please note** that the commission rate is based on the subscriber and his or her effective date. If the subscriber changes and his or her effective date is January 1, 2019, and after, the producer will be paid \$192 PMPY regardless of the effective dates of other enrolled members.

Any clients who have transferred from another Kaiser Foundation Health Plan of Washington or Kaiser Foundation Health Plan of Washington Options, Inc., line of business (e.g., small business group) will be paid at the \$192 PMPY rate.

Clients who enrolled January 1, 2019, or after and add a Producer of Record during the year, Producer will be paid the total \$192 PMPY.

- 3. Commissions shall only be paid to Producer if Producer is designated by the subscriber as the Producer of Record to receive said commissions. Commissions will be paid to Producer within sixty (60) days following the end of each reconciled month. Unless an error has been made, commissions paid for a client will not be retro adjusted (taken back) if client is not enrolled for the whole year.
- 4. Commissions will not be paid in the following circumstances:
  - a) If a client terminates midyear and then returns during a special enrollment period, no new commissions will be paid until the next year.
  - b) If a client changes Producer of Record during the year, the existing Producer will retain all commissions paid and the new Producer will not be paid until the next year.
- 5. Commissions are not paid on the optional dental plans.
- 6. No transfer or assignment of interest in this Commission Schedule Supplement or any payments due hereunder shall be valid unless KFHPWA provides consent in writing.
- 7. This Commission Schedule Supplement replaces all prior supplemental terms, conditions, and agreements pertaining to the payment of commissions, and shall automatically terminate upon termination of the Agreement. KFHPWA reserves the right to amend or cancel this Commission Schedule Supplement upon thirty (30) days written notice to Producer.
- 8. This Commission Schedule Supplement, including but not limited to its payment terms, is subject to all terms and conditions of the Agreement. Any conflict between the terms of the Agreement and this Commission Schedule Supplement shall be resolved in favor of this supplement.

Todd Hesse

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